

INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

EMBARQ COMMUNICATIONS, INC.

of

OVERLAND PARK, KANSAS

Rates and Regulations for furnishing of Services within Missouri

P.S.C. Mo. Tariff No. 1

This Tariff contains the regulations and rates applicable for the furnishing of intrastate telecommunications services provided by Embarq Communications, Inc. within the State of Missouri. This Tariff is on file with the Missouri Public Service Commission.

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03-23-06

Darlene N. Terry
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5454 West 110th Street
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EXPLANATION OF SYMBOLS

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify a **"Change"** in existing rate and/or regulation.
- (D) - To signify the **"Deletion/Discontinuance"** of rates, regulations, and/or text.
- (I) - To signify a rate **"Increase."**
- (M) - To signify matter **"Moved/Relocated"** within the Tariff with no change to the material.
- (N) - To signify **"New"** text, regulation, service, and/or rates.
- (R) - To signify a rate **"Reduction."**
- (T) - To signify a **"Text Change"** in Tariff, but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**Trademarks and Service Marks Used in this Tariff**

Below is a list of trademarks and/or service marks for services which are offered in this Tariff. These trademarks and/or service marks are owned by Sprint Communications Company, L.P. and are used by Embarq Communications, Inc. with express permission through licensing agreements with Sprint Communications Company, L.P. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by Sprint Communications Company, L.P. cannot be used by another party without authorization.

Business SenseSM
Sprint 7¢ AnyTimeSM
Sprint Block of Time for Small BusinessSM
Sprint Business Simple RateSM
Sprint Personal SolutionsSM
Sprint Simple 7SM
Sprint Business AnyTimeSM
Sprint Small Business Unlimited SolutionsSM
Sprint SolutionsSM

NOTE: Due to the recent legal separation of Embarq Local Operating Companies and Embarq Communications, Inc. from Sprint Corporation, all Sprint products and services referred to in this tariff, actually refer to Embarq products and services. A specific service level agreement between Embarq and Sprint allows for the continued use of the Sprint name for a limited time. As such, a reference to a product or service may be preceded with either company name. For example, "Sprint Solutions" is the same service as "Embarq Solutions" in any associated Embarq tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

STATEMENT OF COMPETITIVE CARRIER STATUS

Embarq Communications, Inc. is classified as a competitive telecommunications company in the state of Missouri for which the following statutory and regulatory requirements are waived.

4CSR 240-10.020	-Depreciation fund income
4CSR 240.30.040	-Uniform system of accounts
Section 392.210.2	- System of Accounts
Section 392.240(1)	- Rates—reasonable average return on investment
Section 392.270	- Property rates
Section 392.280	- Depreciation rates
Section 392.290	- Issuance of securities
Section 392.300.2	- Stock ownership and bonds
Section 392.310	- Issuance of stocks and bonds
Section 392.320	- Stock dividends
Section 392.330	- Issuance of securities, debt and notes
Section 392.340	- Reorganization

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

1. APPLICATION OF TARIFF

This Tariff applies to intrastate telecommunications services furnished by Embarq Communications, Inc. ("Company") between and among points within the State of Missouri in accordance with the conditions which are set forth herein.

Customers shall be entitled to the intrastate discounts to the extent set forth in their interstate Custom Network Service Arrangements as summarized in the Company's interstate Schedule No. 4, located at www.embarq.com/tariffs. These intrastate discounts shall apply against a Customer's intrastate charges and shall not be applied against a Customer's interstate charges.

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2. TERRITORY

Intrastate telecommunications services are available for origination and termination where technologically and/or economically feasible within the State of Missouri. Origination of switched access products is not available in those exchanges which have not been converted to equal access.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. DEFINITIONS

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

Access Arrangement

Any equipment or access facility necessary to connect the Customer's voice/data/video equipment to a Company point-of-presence for transmission purposes.

Access Channel

Access Channel is the ingress channel into the data network.

Access Service Request (ASR)

Access Service Request is an order to provide the Customer with Data Services or to provide changes to existing Data Services.

Analog Transmission

Information transmitted in the form of continuously varying signal current and/or voltage.

Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized by the Subscriber to be connected to the service of the Subscriber.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

3. DEFINITIONS (Continued)

B8ZS (Bipolar with 8-Zero Substitution)

A line coding technique which permits DS-0 and DS-1 transmission with more than 15 consecutive zeros. B8ZS supports 64 Kbps clear channel transmission.

Bandwidth

The information-carrying capability of a channel. Analog transmission usually is expressed in kHz or MHz and digital transmission in Kbps and Mbps.

Bit

An abbreviation of binary digit which is the smallest unit of information in a binary notation system.

Bits Per Second (bps)

The number of bits transmitted in a one second interval.

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3. DEFINITIONS (Continued)

Carrier

Any provider of intrastate interexchange telecommunications services.

Casual Caller

The term "Casual Caller" denotes any person who uses the Company's Casual Caller Service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- B. Any person located in an equal access area who voluntarily terminated their Company account as set forth in Section 4 but continues to make calls over the Company's network.
- C. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 4 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in the Company's billing system.

The terms, conditions and Casual Caller rates as specified in Section 7.1 of this Tariff apply to all calls made by Casual Callers. By placing a call on the Company's network, a Casual Caller accepts and agrees to the Casual Caller terms and conditions and rates. The Company will continue to file Tariffs with the Missouri Public Service Commission that apply to Casual Callers who use dial-around 1+ Services.

Company

The term "Company" refers to Embarq Communications, Inc.

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3. DEFINITIONS (Continued)

Customer (a.k.a. Subscriber)

The term "Customer" or "Subscriber" denotes the person, firm, company, corporation, or other entity, including Casual Callers, having a communications requirement of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff.

Data

The representation of information as characters that are in a digital or analog form and to which meaning can be assigned.

Data Speed (bps)

The line speed which is commonly measured in bits per second.

Digital Transmission

Information transmitted in the form of digitally encoded signals.

DS-0

A 64 Kbps digital transmission system equivalent to one voice frequency circuit/channel.

DS-1

A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

DS-3

A 1.544 Mbps digital transmission system equivalent to 672 voice frequency circuits/channels or 28 DS-1 facilities.

Embarq Local Operating Companies (a.k.a. Embarq LOC)

The term used to describe Embarq Corporation's Incumbent Local Exchange Carriers (ILECs) operating in the states of Florida, Indiana, Kansas, Minnesota, Missouri, New Jersey, Nebraska, Nevada, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington, and Wyoming.

Entrance Facility

The physical circuit arrangement which connects an Entrance Site to a Company Point of Presence.

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3. DEFINITIONS (Continued)

Entrance Site

A location of the Company's transmission facilities from which services can be provided for a Customer to any other Entrance Site or Point-of-Presence.

Exchange Area

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

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Facility (or Facilities)

Any item or items of communications plant or equipment used to provide or connect to Company services.

F.C.C.

The term "F.C.C." refers to the Federal Communications Commission.

Foreign Exchange Service

Provides the Customers with the capability of local dialing in a remote exchange via private line service.

Frame Relay Service

Frame Relay Service is a fast packet network that permits the transmission of data at speeds of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 640 Kbps, 768 Kbps, 1.544 Mbps, or 44.210 Mbps using Permanent Virtual Circuits (PVCs) to connect multiple Local Area Networks (LANs).

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3. DEFINITIONS (Continued)**Hertz**

The term "Hertz" is a unit of frequency equal to one cycle per second.

Individual Case Basis (ICB)

Services will be made available to customers in a non-discriminatory manner. Rates for certain services will be determined on an Individual Case Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to the Commission Staff upon request on a proprietary basis. Rates for business services may be negotiated and adjusted on an ICB in an exchange in which basic local telecommunications service offered to business customers by the incumbent local exchange company has been declared competitive. Terms of ICB provided to business customers will be provided on a proprietary basis to the Commission Staff upon request.

Intercity Circuit

Denotes a circuit, created by the Company by means of multiplex equipment, between the Company's switches which are shared by the Customers. Shared intercity circuits will consist of identifiable and discrete circuits between a given city-pair.

Intercity Mileage

The mileage, measured as the shortest distance between any two of the Company's Points of Presence using the Serving Wire Centers "V" & "H" coordinates noted in NECA Tariff F.C.C. No. 4 associated with said Company's Points of Presence.

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3. DEFINITIONS (Continued)

IXC

Denotes an interexchange carrier.

Kilo Bits Per Second (Kbps)

The number of one-thousand bits transmitted in a one second interval.

LightLink Service

LightLink Service provides a high capacity channel for the transmission of 44.736 Mbps isochronous serial data having a line code of Bipolar with Three Zero Substitution (B3ZS). LightLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications 62508 and 62411, and the associated Addendum TR-INS-000342 and TR-NPL-000054.

Local Access Facility

The channel provided by the local telephone company (or other local service provider) to connect the point of presence to a Customer location.

Local Access Transport Area (LATA)

Geographical area designated by the Federal Communication Commission for the provision and administration of telephone service to individual Customers.

Local Exchange Company (LEC) (a.k.a. Local Telephone Company)

A company which furnishes local exchange telephone services.

Location

A physical premises to or from which the Company provides service.

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3. DEFINITIONS (Continued)

Mega Bits Per Second (Mbps)

The number of one-million bits transmitted in a one second interval.

Message Telecommunications Service (MTS)

The term "Message Telecommunications Service" is a generic name for switched long-distance (Dial-1) service.

Monthly Recurring Charge

The charge payable each month by the Customer to the Company for services provided on a continuous basis to the Customer.

Nonrecurring Charge

A one-time charge payable by the Customer to the Company for installation or temporary use of service facilities.

Normal Work Hours

The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday excluding Company-observed holidays.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**3. DEFINITIONS (Continued)****NPA**

Numbering Plan Area (NPA) is a geographic boundary (area code) within which no two telephones have the same seven-digit number. The area code is represented by the first three digits of a ten-digit telephone number.

NXX

The second three digits of a ten-digit telephone number, representing the central office or exchange from which a call originates.

OC-3

A 1.544 Mbps digital transmission system equivalent to 2,016 voice frequency circuits/channels or 84 T-1 facilities.

OC-12

A 1.544 Mbps digital transmission system equivalent to 8,064 voice frequency circuits/channels or 336 T-1 facilities.

OptiPoint-3 (OC-3) Service

OptiPoint-3 (OC-3) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-3 (OC-3) Service offers 155.520 Mbps of bandwidth and provides the equivalent of 2,016 Voice Grade (DS-0) circuits or 84 T-1 facilities.

OptiPoint-12 (OC-12) Service

OptiPoint-12 (OC-12) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-12 (OC-12) Service offers 622.080 Mbps of bandwidth and provides the equivalent of 8,064 Voice Grade (DS-0) circuits or 336 T-1 facilities.

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3. DEFINITIONS (Continued)

Permanent Virtual Circuit ("PVC")

A virtual point-to-point (non-switched) logical link between two specific end-points over which packetized (frames) data can be transmitted according to defined service characteristics.

Point of Presence

The Company's physical presence where the Company maintains intercity communications channels and local distribution facilities for the purpose of providing its services.

Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

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3. DEFINITIONS (Continued)**Primary Interexchange Carrier**

The long distance service provider to which a Subscriber is presubscribed for 1+ long distance service. The chosen carrier's network is accessed by dialing 1+ the area code and telephone number.

Private Line Service

The Intercity Channel(s) and Point of Presence connection(s), station connections and channel option(s) furnished under this Tariff to a Customer as a unit uninterrupted by any switching function(s).

Qualified Residential

Business customer's employees, listed in the product section herein as qualified residential, may subscribe to the business customer's service for satellite locations (e.g., from home). The satellite locations will receive the customer's applicable underlying business rates as defined in this tariff. The usage of the business customer's employees' services will be invoiced to the business customer and the business customer will be financially responsible for payment of such employee's usage.

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one (1) invoice for each account assigned to the **Customer, or in the case of Data Services, one (1) invoice for each Customer** together with explanatory detail showing the derivation of the charges.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**3. DEFINITIONS (Continued)****Regular Voice Grade Facility**

A communications channel with a bandwidth of approximately 2,700 Hertz (300 to 3,000 Hertz).

Serving Wire Center

The term "Serving Wire Center" denotes the physical location within a local exchange company's central office or other service provider's facility used to determine mileage sensitive rates. There is a serving wire center associated with each Customer location and each Company location.

Sprint LTD (see Embarq LOC)

The term used to describe the former Sprint Local Telephone Division Incumbent Local Exchange Carrier (LEC), now operating as Embarq Local Operating Companies (Embarq LOC), operating in the State of Missouri, Sprint Missouri, Inc. d/b/a SPRINT.

Subscriber

See "Customer".

T-1

A 1.544 Mbps digital transmission system equivalent to 24 voice frequency circuits/channels.

T-3

A 1.544 Mbps digital transmission system equivalent to 672 voice frequency circuits/channels or 28 T-1 facilities.

TransLink Service

TransLink Service provides a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of Bipolar Return-to-Zero (BPRZ). TransLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342.

U.S. Mainland

The 48 contiguous states and the District of Columbia.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS

4.1 Undertaking of the Company

4.1.1 General

- A. The facilities of the Company will be available as soon as practicable upon receipt of an order for service. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted.
- B. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its Tariff accordingly, providing such new service will not adversely affect the Company's present services.

4.1.2 Availability

Service is offered and provided subject to the availability on a continuing basis of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and the furnishing of services under this Tariff is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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4. TERMS AND CONDITIONS (Continued)**4.2 Liability of the Company**

4.2.1 Neither the Company nor its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (A) act or omission by the Customer, or by another person or company; (B) providing or failing to provide services, including deficiencies or problems with any equipment, the network or the services; (C) content or information accessed while using the services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (E) events due to factors beyond the Company's control, including acts of God (including, without limitation, weather related phenomena, fire or earthquake), war, terrorist attacks, riot, strike, or orders of governmental authorities.

4.2.2 If, for whatever reason, the Company is found to be responsible to the Customer for monetary damages relating to any services obtained through the Company under this tariff, the Company's liability will not exceed the amounts the Customer was charged for the affected services during the affected period.

4.2.3 The Company will make no refund of overpayments by a Subscriber unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discount will be adjusted based on the total monthly usage after all credits or adjustments have been applied.

4.2.4 Limitation of Liability

The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. This limitation of liability does not apply to claims arising from Subscriber's indemnification obligations listed herein.

4.2.5 Disclaimer of Warranties

Except as expressly provided in this Tariff, all services are provided "as is" and the Company disclaims all warranties, express or implied and in particular disclaims all warranties of non-infringement, merchantability, fitness for a particular purpose, and warranties related to equipment, material, service, or software. The Company also makes no warranty that the services will be uninterrupted or error-free, and Customers will hold the Company harmless for all such problems. Customers may not rely on statements of warrant about the Company's services; such statements are not authorized by the Company and are not a warranty by the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.3 Use of Service**

Neither Subscribers nor their authorized users may use the services furnished by the Company for fraudulent or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or use services furnished by the Company in such a manner that causes interference with another's use of the Company's network.

Neither Subscribers nor their authorized users may use the services furnished by the Company for any unlawful purpose, including service configurations of switched services which, as a result of sharing thereof, are the equivalent of a service configuration which exceeds the scope of the Company's applicable authorization.

Subscribers will promptly cooperate with the Company to prevent unauthorized access by third parties of the services furnished by the Company.

Use and restoration of the service furnished by the Company will be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules.

Customers are responsible for notifying the Company when new lines are added to their account. New lines will not receive the rates associated with the Customer's account until the Company has been notified to add those lines to the Customer's account. Calls placed over such new lines will be rated as Casual Caller calls until the lines have been added to the Customer's account.

The use of any feature including, but not limited to, call forwarding, on a planned and continuing basis to allow an originating caller to avoid long distance charges is prohibited.

4.3.1 Limitations of Service

The Company may deny, for any lawful reason, the Customer's request for service, or limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Customers based on forecasted Customer requirements; or for any other lawful reason.

The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain Customer authorized codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Tariff; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

**ISSUED:
03-23-06**

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April 3, 2006

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Missouri Public
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)

4.4 Minimum Service Period

A minimum period for service will be one month (30 days) for all services except where special construction is required or as described elsewhere in this Tariff.

4.5 Ownership of Facilities

Title to all facilities provided by the Company in accordance with these regulations remains with the Company.

4.6 Application for Service

(T)

The Company may require a Subscriber to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established, may be subject to the provisions as described elsewhere in this Tariff.

The Company may also require a signed authorization from the Subscriber for additions to or changes in existing service for such a Subscriber.

An application for service cancelled by the Subscriber or the Company prior to the establishment of the service applied for is subject to the Cancellation For Cause or Disconnection of Service provisions as described elsewhere in this Tariff.

Additional terms and conditions associated with application for service, if applicable, are specified elsewhere in this Tariff for the particular services affected.

(N)
(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.7 Payment of Charges****4.7.1 Application of Charges****A. Monthly Recurring Charges**

For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the Subscriber of installation and testing of the Subscriber's service.

Unless otherwise specified elsewhere in this Tariff, monthly recurring charges will be billed in arrears and are due upon receipt. The rates charged to a Subscriber will be the rates in effect on the last day of the Subscriber's billing cycle.

After the minimum service period, the full monthly recurring charge applicable for any service provided under this Tariff will apply for each month, or partial month, per account. Except as may be otherwise specified in this Tariff, there will be no pro-ration of this charge for a partial month's service when a Customer cancels service.

B. Minute of Use Rates

Except as otherwise specified in this Tariff, charges will be billed monthly in arrears and are due upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Subscribers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month.

Unless specified otherwise for a particular service, all calls for which a minute of use rate applies will be billed in one-minute increments. Fractional minutes are rounded up to the next minute.

If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the whole cent (e.g., \$1.244 is rounded up to \$1.25).

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.7 Payment of Charges (Continued)****4.7.2 Returned Check Fee**

A charge equivalent to the applicable state return check charge may be applied whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.7.3 Adjustments for Taxes and Fees

When any municipality, other political subdivision, local agency of government, or Missouri Public Service Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company. Customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public service commission.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

4.7.4 State Universal Service Assessment

Beginning June 12, 2005, the Telephone Company will assess a surcharge to support low income/disabled universal service in Missouri. This surcharge, equal to the Missouri Universal Service Fund (USF) percentage assessment ordered by the commission, will be a percentage of the regulated customer's retail revenues that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12). The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund". The surcharge will not be assessed on Lifeline, coin, wireless or resold accounts, or on unregulated services including, but not limited to, maintenance and inside wiring charges.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)

4.7 Payment of Charges (Continued)

4.7.4 Late Fee

Subscribers billed directly by the Company may be assessed a late fee of 1.5% on balances carried over to a subsequent invoice, where capabilities exist. The late fee will be applied to the entire unpaid balance of the Customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the Customer's favor. A late fee is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

Subscribers billed by a local exchange company (LEC) on behalf of the Company are responsible for any late-payment charges that the LEC may employ in its billing process.

4.7.5 Disputed Charges

Disputes concerning any charges invoiced must be raised prior to the due date of the invoice. Customers may request an adjustment for wrong number calls.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.8 Deposits**

Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Subscriber may be required to make a deposit or increase a deposit presently held.

4.8.1 A deposit is not to exceed the estimated charges for two (2) months' service.

4.8.2 A deposit will be returned:

- A. When an application for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned; or
- B. At the end of six (6) months of satisfactory credit history; or
- C. Upon the discontinuance of service, the Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for the service.

4.8.3 The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

4.8.4 The Company will pay interest on deposits pursuant to the rules and regulations of the State of Missouri.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.9 Interruption of Service**

It shall be the obligation of the Subscriber to notify the Company of any interruption of service. Before giving such notice, the Subscriber shall ascertain that the trouble is not being caused by any action or omission of the Subscriber or is not in the wiring or equipment connected to the terminal of the Company.

4.10 Cancellation For Cause

The Company, by five (5) days prior written notice to the Subscriber or applicant, may immediately cancel the application for and/or discontinue service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to the Company for service for more than thirty (30) days beyond the date of rendition of the bill for such service.
- B. Non-payment of any sum due to the Company for service for more than thirty (30) days beyond rendition of the bill on any Company account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due.
- C. A violation of or failure to comply with any regulation governing the furnishing of service.
- D. An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service.
- E. Failure to post the deposit required by the deposit notice as specified elsewhere in this Tariff.
- F. Customer places repeated harassing phone calls to the Company including calls in which the caller uses abusive language.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.11 Disconnection of Service**

By giving advance verbal or written notice, Subscriber may disconnect service at any time following the one month (30 days) minimum service requirement as described elsewhere in this Tariff.

The Company will have up to thirty (30) days to complete the disconnect. Subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the Subscriber.

4.12 Service Hours

Service is available twenty-four (24) hours a day, seven (7) days a week.

4.13 Restricted Service

Under certain circumstances, as described below, a Customer's long distance service may be suspended, and the Customer routed to a receivable operator if the Customer has incurred significant pre-bill charges and one or more of the following apply:

- A. The Customer does not have credit information available from one of the major credit reporting agencies;
- B. The Customer has poor credit based on industry standards;
- C. The Customer has not paid a bill in a timely manner; or
- D. The Customer's usage resembles fraudulent usage.

If the Customer is routed to a voice response unit, the Customer will be advised that their service has been restricted. The Customer will be provided the option of either: 1) making a prepayment using a credit card or 2) dialing a toll free number to speak with a collection representative.

The receivables operator or collection representative will explain the reasons for the restricted service and the requirements for the Customer to resume unrestricted service. For example, if the Customer has not paid a bill in a timely manner (in compliance with the requirements of Payment of Charges as specified elsewhere in this Tariff), payment of the outstanding bill will be requested. The Company also may request a deposit or a demonstration that the Customer incurred similar charges with another carrier and paid such carrier in a timely manner.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.14 School and Library Discounts**

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

4.14.1 General

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of The Company's services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

4.14.2 Application for Support**A. E-Rate Program**

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify the Company in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by the Company.

B. Other Funding Sources

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify the Company in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by the Company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.14 School and Library Discounts (Continued)****4.14.3 Receipt of Support****A. E-Rate Program**

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Company bills) for all eligible customer premises equipment rentals or other financed arrangements. The Company reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Company bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. The Company will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

B. Other Funding Sources

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. The Company may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)

4.14 School and Library Discounts (Continued)

4.14.4 Failure to Obtain Support

- A. The Customer will reimburse the Company if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to the Company on Customer's behalf. Customer will not be responsible for Support withdrawn due to the Company's material failure to provide Service.
- B. The Company is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- C. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

4.15 Notice to Subscribers of Increases

Increases in rates or charges shall be subject to notice to all potentially affected subscribers at least ten (10) days prior to the effective date of such increase.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

4. TERMS AND CONDITIONS (Continued)**4.16 Mileage Between Rate Centers**

The mileage between rate centers **(for switched voice and data services) and Points of Presence (for Data Services)** is calculated based on V & H coordinates as obtained by reference to National Exchange Carriers Association (NECA) Tariff No. 4. (C) (C)

Method of Calculation

The airline mileage between two (2) of the Company's service locations is calculated as follows:

$$\text{Mileage} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Where V1 and H1 are the V and H coordinates of point 1 and V2 and H2 are the coordinates of point 2.

The mileage is rounded up to an integer value to determine the airline mileage.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**4. TERMS AND CONDITIONS (Continued)****4.17 Rate Periods**

- 4.17.1. The following rate periods are applicable to SPRINT Service and SPRINT SELECT Calling Plan calls placed by a residential customer. The rate periods also apply to FONCARD calls placed by residential customers with the following services: The Most, Option B Calling Plan, Sprint Worldwide, Sprint Worldwide II, TimeBank, The Most II, and Moonlight Madness.

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
7:00 AM to 7:00 PM*	Day Rate Period					Weekend	
7:00 PM to 7:00 AM*	Evening Rate Period					Rate Period	

* To but not including.

- 4.17.2 The following rate periods are applicable for Legacy Residential Toll Free Service. The beginning rate period is determined at the point of termination.

	Mon	Tues	Wed	Thu	Fri	Sat	Sun
24 Hours	Peak					Off-Peak	

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES**5.1 Message Telecommunications Services (MTS)****5.1.1 Sprint Solutions Service**

Sprint Solutions Services are add-ons to the Company's interstate offering. These services are available only through Sprint LTD to Sprint LTD residential Customers who have selected the Company as their Primary Interexchange Carrier. Customers must subscribe to Sprint Solution Service for both the interstate and intrastate long distance service. Applicable interstate rates are located in the Company's interstate Residential Schedules located at www.sprint.com/tariffs.

Sprint Solutions Services are available for use by individuals residing at a single-family residence, including, but not limited to, a house, condominium, or apartment, where service is being provided. This service is not available in group or multi-family housing, including, but not limited to, housing associated with educational institutions or military barracks. A Customer's phone line may not be classified as a "business", "public" or "semi-public" line.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) FÖNCARD calls, 5) usage from multi-party conference calls, and 6) inbound toll free service calls.

If the Company determines the service is not being used for individual residential service, or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and the Company may terminate the Subscriber's account.

FÖNCARD Services, Operator Services and Directory Assistance are available with all Sprint Solutions Services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using FÖNCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Sprint Solutions Services, unless otherwise specified in the rates section for a particular Sprint Solutions Service.

The Sprint Solutions Service rates will apply as long as the Customer remains a Company and a Sprint LTD Customer and subscribes to all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible to subscribe to a Sprint Solutions Service and will be switched, upon notice, to Sprint Standard Weekends Option B as set forth in Section 5.1.2 of this Tariff, unless specified otherwise elsewhere in this Tariff for a particular service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)

5.1 Message Telecommunications Services (MTS) (Continued)

5.1.1 Solutions Service (Continued) (T)

A. Solutions – No MRC (T)

A Customer who subscribes to **Solutions** - No MRC pays a per minute rate for all interstate and/or intrastate Dial-1 usage without incurring a monthly recurring charge. (T)

When a Customer subscribes multiple lines to **Solutions**-No MRC, at least one of every two lines must meet the eligibility requirements specified below. For example, when a Customer subscribes either three or four lines to this service, at least two of those lines must meet the eligibility requirements. The Customer's lines may be at the same or different locations provided that the eligibility requirements are met. (T)

(1) Option 1 - Reserved for Future Use

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)

5.1 Message Telecommunications Services (MTS) (Continued)

5.1.1 Solutions Service (Continued)

A. Solutions – No MRC (Continued)

(2) Option 2 – Solutions w/ \$.10 LD No MRC

To be eligible for Option 2 - **Solutions** w/ \$.10 LD No MRC, the Customer must subscribe to one of the following **Embarq LOC services**: 1)

Solutions-Residence Package Home II Solution with one of the following features: **Home Phone Warranty**, LineGuard or Voicemail; 2) **Solutions-Residence Package Personal** II Solution; 3) **Solutions-Residence Package Safe and Sound** II Solution; 4) **Solutions-Residence Package Core** Solution with LineGuard and Voicemail; 5) **Solutions-Residence Package Clear** Solution with LineGuard and Voicemail; 6) **ISDN-BRI** with Caller ID with

Name, Call Forwarding, Flexible Calling, Automatic Callback and Additional Call Offering; 7) **Solutions Residence Package Progressive Plan** with one of the following features: Home Phone Warranty, LineGuard, Data

LineGuard, Privacy ID or Voicemail or 8) **Solutions Residence Package Standard Home Phone II** with one of the following features: Home Phone Warranty, LineGuard, Data LineGuard, Privacy ID or Voicemail.

(a) Dial-1 Rate

Per Minute \$0.10

(b) Monthly Recurring Charge

No monthly recurring charge applies.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****B. Sprint Personal Solutions with International**

A Customer who subscribes to Sprint Personal Solutions with International pays a monthly recurring charge each month and a Per Minute rate for all interstate and/or intrastate Dial-1 usage. The Customer will also receive selected lower international rates.

When a Customer subscribes multiple lines to Sprint Personal Solutions with International, at least one of every two lines must meet the eligibility requirements specified below. For example, when a Customer subscribes either three or four lines to this service, at least two of those lines must meet the eligibility requirements. The Customer's lines may be at the same or different locations as provided that the eligibility requirements are met.

To be eligible for Sprint Personal Solutions with International, the Customer must subscribe to one of the following options: 1) Sprint LTD Sprint Solutions-Residence Package Sprint Personal II Solution with two of the following features: Voicemail, LineGuard, Sprint Privacy ID or CPE Warranty Plus; 2) Sprint LTD Sprint Solutions-Residence Package Clear Solution with LineGuard and Voicemail; 3) Sprint LTD Sprint Solutions-Residence Package Core Solution with Voicemail, LineGuard and CPE Warranty Plus; 4) Sprint LTD Sprint Solutions-Residence Package Core Solution Plus with two of the following features: Voicemail, LineGuard or CPE Warranty Plus; or 5) Sprint LTD Sprint Solutions – Residence Package Special Plan-Metro Bundle.

(1) Dial-1 Rate

Per Minute	\$0.07
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(2) Monthly Recurring Charge

Monthly Recurring Charge - The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Rate Schedule located at www.sprint.com/tariffs.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)**5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****C. Sprint Solutions Unlimited**

Sprint Solutions Unlimited Customers will receive unlimited interstate and intrastate Dial-1 usage for a monthly recurring charge.

The monthly recurring charges for this service will be billed in advance. The Customer's first invoice will contain a pro-rated MRC for the first month (based on the number of Customer in-service days in the initial billing cycle) and a full MRC for the second month.

The following restrictions apply in addition to those specified in Section 5.1.1 preceding:

The Customer may not use this service for commercial use, for connection to the Internet, for other data service (including a significant amount of facsimile transmissions or data usage per month) or for any other use that does not involve a person-to-person conversation or voice message.

If it is determined that the Customer's usage is not consistent with residential voice service, the Customer will be assessed a \$50.00 data monthly charge or be disconnected.

Customers who subscribe to Sprint Solutions Unlimited and do not subscribe to the required service(s) or feature(s) will only qualify for Sprint Solutions Unlimited Option 3 (Sprint Solutions Unlimited SA). Customers who subscribe to Option 1 and subsequently cancel the services required to maintain eligibility for that option will be switched to Option 2, upon notice, if the services to which they are then subscribed render them eligible for Option 2.

When Customers who are subscribed to Option 4 subsequently cancel the services required to maintain eligibility for that option, they will be switched to Option 1 or 2 upon notice, if the services to which they are then subscribed render them eligible for one of those options.

(N)

(N)

When Customers who are subscribed to Sprint Solutions Unlimited Option 1, 2 or 4 subsequently cancel the qualifying service(s) or feature(s) required to maintain eligibility for either of those options they will be switched to Option 3 (Sprint Solutions Unlimited SA) upon notice.

(T)

(C)

(T)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)**5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Solutions Service (Continued) (T)****C. Solutions Unlimited (Continued) (T)**

Each line subscribed to **Solutions Unlimited** must meet the eligibility requirements specified for the service option selected. (T)

(1) Solutions Unlimited – Option 1 (T)

To be eligible for Option 1, Customers must subscribe to one of the following options: 1) **Solutions-Residence Package Personal II Solution** with two of the following features: Voicemail, LineGuard, **Privacy ID**, or **Home Phone Warranty**; 2) **Solutions-Residence Package Clear Solution** with LineGuard and Voicemail; 3) **Solutions-Residence Package Core Solution** with Voicemail, LineGuard and **Home Phone Warranty**; 4) **Solutions-Residence Package Core Solution Plus** with two of the following features: Voicemail, LineGuard or **Home Phone Warranty**; 5) **High-speed Internet** with 512/128 bps speed or above with a one-year term agreement; or 6) **Solutions-Residence Package Special Plan – Metro Bundle**. (T)

(2) Solutions Unlimited – Option 2 (Solutions Unlimited w/Home) (T)

To be eligible for Option 2, Customers must subscribe to one of the following **Embarq LOC services**: 1) **Solutions-Residence Package Personal II Solution**; or, 2) **Solutions-Residence Package Home II Solution** and one of the following services: LineGuard, **Home Phone Warranty**, Voicemail, or **Privacy ID**. (T)

(3) Solutions Unlimited – Option 3 (Solutions Unlimited SA) (T)

To be eligible for Option 3, **Solutions Unlimited SA** Customers must subscribe to **Embarq LOC** residential local service. (T)

(4) Solutions Unlimited – Option 4 (Solutions w/ Progressive or Standard Home Phone II) (T) (N)

To be eligible for Option 4, Customers must subscribe to the **Embarq LOC Solutions-Residence Package Progressive Plan** or **Solutions-Residence Package Standard Home Phone II** with one of the following features: Home Phone Warranty, LineGuard, Data LineGuard, Privacy ID or Voicemail. (T) (N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)5.1 Message Telecommunications Services (MTS) (Continued)5.1.1 Solutions Service (Continued) (T)C. Solutions Unlimited (Continued) (T)(4) Rates and Charges(a) Dial-1 Rate

Per Minute \$0.00

(b) Monthly Recurring Charges

	<u>Intrastate</u>	
Solutions Unlimited – Option 1,		(T)
Per line	\$19.00 ⁽¹⁾	

Solutions Unlimited – Option 2		(T)
(Solutions Unlimited w/Home),		(T)
Per line	30.00	

Solutions Unlimited – Option 3		(T)
(Solutions Unlimited SA),		(T)
Per line	39.95	

Solutions Unlimited – Option 4		(T)
(Solutions Unlimited		(T)
w/ Progressive or Standard Home		(N)
Home Phone II),		(N)
Per line	10.00 ⁽²⁾	

The interstate monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in the Company's interstate Residential Schedule located at www.embarq.com/tariffs. (T)

⁽¹⁾ The monthly rate for customers who subscribe to Special Plan – Metro Bundle as described in 5.1.1C. (1) plus one of the following services is \$8.95: **the Company's** High-speed Internet (DSL), DISH Network® Satellite TV from **the Company** or **EMBARQ Wireless**. (T)

⁽²⁾ The monthly rate for customers who subscribe to Progressive Plan or **Standard Home Phone II** as described in 5.1.1C(4) plus one of the following services is \$5.00: LineGuard, Data LineGuard, **Home Phone Warranty**, Voicemail or **Privacy ID**. (N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****D. Sprint 4¢ Plan**

A Customer who subscribes to Sprint 4¢ Plan pays a per-call surcharge and a Per Minute rate on all Dial-1 domestic interstate and intrastate calls, 24 hours a day, seven days a week. There is no monthly recurring charge associated with this product.

Each line subscribed to Sprint 4¢ Plan must meet the eligibility requirements specified below.

To be eligible for Sprint 4¢ Plan, Customers must subscribe to at least one of the following options: 1) Sprint LTD Sprint Solutions-Residence Package Safe and Sound II Solution; 2) any Sprint LTD Custom Calling, ExpressTouch, or Network Service feature; or 3) one of the following Sprint LTD products: Voicemail or CPE Warranty.

(1) Dial-1 Rates

Per Minute	\$0.04
Per-Call Surcharge	0.39

(2) Monthly Recurring Charge

No monthly recurring charge applies.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****E. Sprint Bonus 30**

Sprint Bonus 30 Customers will receive up to 30 minutes of state-to-state, in-state, and/or intraLATA Dial-1 long distance usage at no charge each month. Unused minutes cannot be carried over to the next month. Any usage above the 30 minutes will be charged a specific time-of-day flat rate for all intrastate and interstate Dial-1 calls. There is no monthly recurring charge associated with this product.

When a Customer subscribes multiple lines to Sprint Bonus 30, at least one of every two lines must meet the eligibility requirements specified below. For example, when a Customer subscribes to this service for either three or four lines, at least two of those lines must meet the eligibility requirements. The Customer's lines may be at the same or different locations provided that the eligibility requirements are met.

To be eligible for Sprint Bonus 30, Customers must subscribe to one of the following options: 1) any Sprint LTD calling feature, 2) Voicemail, or 3) the Sprint LTD Sprint Solutions-Residence Package Safe and Sound II Solution.

The following rate periods apply:

Monday – Friday	All Hours
Saturday	All Hours
Sunday	All Hours

(1) Dial-1 Rates

Per Minute, for Usage up to 30 Minutes	\$0.00
Per Minute, for Usage above 30 minutes- All Hours, Monday through Friday	0.15
Per Minute, for Usage above 30 minutes- All Hours, Saturday and Sunday	0.10

(2) Monthly Recurring Charge

No monthly recurring charge applies.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****F. Sprint Simple 7 II**

A Customer who subscribes to Sprint Simple 7 II will pay a flat Per Minute rate on all Dial-1 domestic intrastate calls, 24 hours a day, seven days a week. Sprint Simple 7 II is an add-on to the Sprint 7¢ AnyTime interstate offering. Customers must subscribe to Sprint Simple 7 II and the interstate Sprint 7¢ AnyTime offering, which provides Customers with a flat Per Minute rate on all domestic interstate calls. Customers will only be charged the Sprint Simple 7 II monthly recurring charge.

When a Customer subscribes multiple lines to Sprint Simple 7 II, at least one of every two lines must be provided by Sprint LTD. For example, when a Customer subscribes to this service for either three or four lines, at least two of those lines must be provided by Sprint LTD. The Customer's lines may be at the same or different locations provided that the eligibility requirements are met.

The Customer may not use this service for commercial use, or for connection to the Internet, for other data services (including facsimile transmissions) or for any other use that does not involve a person-to-person conversation or voice message.

(1) Dial-1 Rate

Per Minute	\$0.07
------------	--------

(2) Monthly Recurring Charge

Per every two lines subscribed	\$4.00
--------------------------------	--------

(3) FOÑCARD Service Rates

Rate Per Minute	\$0.69
Connection Fee, Per Call	0.99

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)**5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****G. Sprint 7¢ AnyTime – 12¢ Intrastate**

A Customer who subscribes to Sprint 7¢ AnyTime – 12¢ Intrastate will pay a flat Per Minute rate on all Dial-1 domestic intrastate and interstate calls, 24 hours a day, seven days a week. A monthly recurring charge is applicable.

The Customer's local service must be provided by Sprint LTD for each line subscribed to Sprint 7¢ AnyTime – 12¢ Intrastate.

(1) Dial-1 Rate

Per Minute \$0.12

(2) Monthly Recurring Charge

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Residential Schedule located at www.sprint.com/tariffs.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

5. RESIDENTIAL SERVICES (Continued)**5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****H. Sprint 7¢ AnyTime for International – 12¢ Intrastate**

A Customer who subscribes to Sprint 7¢ AnyTime for International – 12¢ Intrastate will pay a flat Per Minute rate on all Dial-1 domestic intrastate and interstate calls, 24 hours a day, seven days a week. A monthly recurring charge is applicable.

The Customer's local service must be provided by Sprint LTD for each line subscribed to Sprint 7¢ AnyTime for International – 12¢ Intrastate.

To be eligible for Sprint 7¢ AnyTime for International - 12¢ Intrastate, Customers must subscribe to an international calling plan offered by the Company. Customers who subscribe to Sprint 7¢ AnyTime for International - 12¢ Intrastate and subsequently cancel their qualifying international calling plan needed to maintain eligibility for Sprint 7¢ AnyTime for International - 12¢ Intrastate, will be switched to Sprint 7¢ AnyTime - 12¢ Intrastate as set forth in Section 5.1.1.G. of this Tariff.

(1) Dial-1 Rate

Per Minute	\$0.12
------------	--------

(2) Monthly Recurring Charge

The monthly recurring charge which affords customers the ability to place intrastate, international, and interstate long distance calls is the monthly recurring charge specified for the international calling plan to which the customer is subscribed, located in the Company's Residential Schedule located at www.sprint.com/tariffs.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.2 Sprint Standard Weekends Option B**

Customers who are subscribed to Sprint Standard Weekends Option B will pay a specific time-of-day flat rate for all intrastate and interstate Dial-1 calls. There is no monthly recurring charge associated with this product.

This service is available to any Sprint LTD residential Customer who contacts the Company or is contacted by the Company and requests this service plan. Customers may subscribe to another residential service by contacting a Sprint LTD representative.

Sprint Solutions Services are available for use by individuals residing at a single-family residence, including, but not limited to, a house, condominium, or apartment, where service is being provided. This service is not available in group or multi-family housing, including, but not limited to, housing associated with educational institutions or military barracks. A Customer's phone line may not be classified as a "business", "public" or "semi-public" line.

Customers subscribed to any Sprint Solutions Service who discontinue any or all of the qualifying services and/or features and consequently no longer meet the eligibility requirements for that service will be switched to this product. Customers may discontinue this product at any time by subscribing to another residential service for which they meet the eligibility requirements.

The following rate periods apply:

Monday – Friday	All Hours
Saturday	All Hours
Sunday	All Hours

(a) Dial-1 Rates

Per Minute, Monday - Friday	\$0.40
Per Minute, Saturday	0.25
Per Minute, Sunday	0.10

(b) Monthly Recurring Charge

No monthly recurring charge applies.

(c) FONCARD Service Rates

Per Minute	\$0.89
Connection Fee, Per Call	1.25

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES****6.1 Message Telecommunications Services (MTS)**

Message Telecommunications Services, except for Business Sense, are add-ons to the Company's interstate offering and accordingly, Customers must subscribe to Message Telecommunications Services for both the interstate and intrastate long distance service. These services are available only through Sprint LTD to Sprint LTD business Customers who have selected the Company as their Primary Interexchange Carrier. Applicable interstate rates are located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

(T)

FONCARD Services, Operator Services and Directory Assistance are available with all services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using FONCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein, unless otherwise specified in the rates section for a particular service.

(N)

(N)

6.1.1 Sprint Solutions Service

A Customer's phone line may not be classified as a "residential," "public," or "semi-public" line or in housing associated with educational institutions.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) FONCARD calls, 5) usage from multi-party conference calls, and 6) inbound toll free service calls.

If the Company determines the service is not being used for business service or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and the Company may terminate the Customer's account.

FONCARD Services, Operator Services and Directory Assistance are available with all Sprint Solutions Services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using FONCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Sprint Solutions Services, unless otherwise specified in the rates section for a particular Sprint Solutions Service.

The Sprint Solutions Service rates will apply as long as the Customer remains a Company and a Sprint LTD Customer and subscribes to all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible to subscribe to a Sprint Solutions Service and will be switched, upon notice, to Business Sense as set forth in Section 6.1.2 of this Tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Sprint Solutions Service (Continued)

A. Sprint Small Business Unlimited Solutions II

Sprint Small Business Unlimited Solutions II Customers will receive unlimited interstate and intrastate Dial-1 usage for a monthly recurring charge.

The monthly recurring charges for this service will be billed in advance. The Customer's first invoice will contain a pro-rated monthly charge for the first month (based on the number of Customer in-service days in the initial billing cycle) and a full monthly recurring charge for the second month.

A Customer may not use this service for connection to the internet or other data service (including a significant amount of facsimile transmissions or data usage per month) or for any other use that does not involve a person-to-person conversation or voice message, e.g. auto dialer lines and call center line.

If the Company determines the Customer has violated the terms and conditions of the service, the Customer will be assessed a \$500.00 charge per line. In addition, the Customer's long distance service will be suspended.

The Customer may subscribe to this service for a maximum of three lines per location. Each line subscribed to Sprint Small Business Unlimited Solutions II must meet the eligibility requirements specified following:

To be eligible for this service, the Customer must subscribe to one of the following options: 1) Sprint LTD Sprint Solutions-Business Package Sprint Priority Solution; 2) Sprint LTD Sprint Solutions-Business Package Sure Solution II; 3) Sprint LTD Sprint Solutions-Business Package Rotary Classic Solution; 4) **Sprint LTD Sprint Solutions-Business Package Economy Solution**; 5) **Sprint LTD Sprint Solutions-Business Package Economy Bundle Solution IIA**; or 6) **Sprint LTD Sprint Solutions-Business Package Complete Business Bundle**. The Sprint Priority Solution Package, Sure Solution II Package, Rotary Classic Solution Package, **Economy Solution Package**, **Economy Bundle Solution IIA Package** or **Complete Business Bundle** may or may not include a separate charge for extended local calling.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)6.1 Message Telecommunications Services (MTS) (Continued)6.1.1 Sprint Solutions Service (Continued)A. Sprint Small Business Unlimited Solutions II (Continued)

(1)	<u>Dial-1 Rate</u>	\$0.00
(2)	<u>Monthly Recurring Charge</u>	<u>Intrastate</u>
		\$10.00

The interstate portion of the monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in the Company's interstate Business Schedule located at www.sprint.com/tariffs.

(3)	<u>FONCARD Service Rates</u>	
	Per minute	\$0.10
	Connection Fee, per Call	0.90

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****B. Sprint Business Simple Rate**

Sprint Business Simple Rate plan is available to small business customers. Customers must: 1) subscribe to a monthly minimum usage level of \$30.00 or \$50.00 and 2) select the Company as their Primary Interexchange Carrier. There is no monthly recurring charge associated with this product.

Customers whose total monthly long distance usage charges do not meet the monthly minimum usage level will be assessed the difference between their total long distance usage charges and their subscribed monthly minimum usage level.

Toll Free Service is available with this product. A monthly recurring charge for Toll Free Service applies.

(N)
(N)**(1) Dial-1 Rates**

Calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

Monthly Minimum Usage Level

	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$0.06	\$0.055

(2) SDS Rates

Calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

Per Minute	0.2230	0.2230
------------	--------	--------

(3) Monthly Recurring Charge

No monthly recurring charge applies.

(4) FÖNCARD Service Rates

FÖNCARD calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

Monthly Minimum Usage Level

	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$0.10	\$0.10
Connection Fee, per Call	0.90	0.90

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)**6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****B. Sprint Business Simple Rate (Continued)****(5) Toll Free Service Option**

	<u>Monthly Minimum Usage Level</u>	
	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	0.06	\$0.055

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****C. Sprint Business AnyTime**

Sprint Business AnyTime offers business customers a flat rate for Dial-1, FONCARD, and SDS. **Toll Free Service is available with this product. A separate monthly recurring charge for Toll Free Service applies.**

(N)
(N)

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

(1) Dial-1 Rate

Per Minute \$0.1000

(2) SDS Rate

Per Minute 0.2230

(3) Monthly Recurring Charge

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

(T)

(4) FONCARD Service Rates

Per Minute \$0.1000
Connection Fee, per Call 0.55

(5) Toll Free Service Option

Per Minute 0.1000

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

(N)

(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****D. Sprint Block of Time for Small Business**

Sprint Block of Time for Small Business offers small business customers a block of minutes for a flat monthly fee. This block of minutes can be used for long distance voice services in the interstate and intrastate jurisdictions. Block minutes will be applied **in the following order** to qualified domestic Dial-1 outbound **(all blocks), Toll Free Service and qualified residential usage (blocks 500, 1,000, 2,000, 3,000, and 5,000)** usage. Block minutes cannot be applied to FÖNCARD, Operator or Switched Data Service ("SDS"). Each customer may purchase only one block of minutes per month.

(T)

(T)

Toll Free Service is available with this product. A separate monthly recurring charge for Toll Free Service applies.

(N)

(N)

No international usage can be applied to the block minutes. The Company will charge Customers for any usage in excess of the block minutes (overage minutes) selected at the rates set forth herein. Block minutes that have not been used at the end of the Customer's billing cycle will not carry over to the next month.

The following additional Sprint Block of Time for Small Business services are available but will not contribute to the block of minutes: FÖNCARD and Switched Data Service ("SDS").

The Customer may elect to have employee usage at satellite locations be subscribed to Sprint Block of Time for Small Business under the Customer's account via Consolidated Invoicing. No more than ten satellite locations' (e.g., customer's employees' homes) usage can be subscribed under the Customer's account. These satellite locations will receive the applicable per minute rates, including block overage rates, associated with Sprint Block of Time for Small Business. The Customer will be financially responsible for the satellite locations' Sprint Block of Time for Small Business charges.

(N)

(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****D. Sprint Block of Time for Small Business (Continued)****(1) Dial-1, Toll Free Service, and Qualified Residential Rates**

(C)

(a) Monthly Recurring Charges

<u>Total Block of Domestic Minutes</u>	<u>Intrastate Monthly Charge</u>
100	*
400	*
500	*
600	*

(N)

*The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.sprint.com/tariffs.

<u>Total Block of Domestic Minutes</u>	<u>Intrastate Monthly Charge</u>
1000	\$ 10.00**
2000	20.00**
3500	35.00**
5000	50.00**

(D)

(D)

**The monthly recurring charge which affords Customers the ability to place interstate long distance calls is located the Company's interstate Business Schedule located at www.embarq.com/tariffs.

(T)

(b) Overage Rate

The following per minute rates apply for applicable interstate and intrastate minutes above the block:

Overage Per Minute \$0.10

(2) SDS Rate

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

Per Minute 0.2230

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****D. Sprint Block of Time for Small Business (Continued)****(3) FONCARD Service Rates**

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

Per Minute \$0.10

Connection Fee, per Call 0.55

(4) Toll Free Service Option

Per Minute 0.2230

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate, interstate, and international long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

(N)

(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)**6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Solutions Service (Continued)****E. Bundled Block of Time (6WY, 5LM)**

Bundled Block of Time offers small business customers a block of minutes for a flat monthly fee. This block of minutes can be used for direct dial outbound long distance voice services in the interstate and intrastate jurisdictions. Block minutes cannot be applied to EMBARQ Calling Card, Operator or Switched Data Service ("SDS") or international usage. Each customer may purchase only one block of minutes per month. Customers must also subscribe to companion intrastate service.

A per minute overage rate applies for all usage in excess of the block minutes. Block minutes that have not been used at the end of the Customer's billing cycle will not carry over to the next month.

To be eligible for Bundled Block of Time, the Customer must subscribe to one of the following services: 1) any Embarq LOC T-1 based service, including services such as ISDN-PRI, Digital Trunking Service, and Integrated T-1; or 2) the Embarq LOC Multiline Bundle.

Bundled Block of Time minutes may be shared among voice channels within a T-1 facility (up to 24 voice channels), and may be shared between Multiline Bundles (up to 24 lines) at a single location that are billed under a single account. A separate monthly recurring charge will apply for each T-1 facility subscribed to Bundled Block of Time, whether at the same or different locations, and for Multiline Bundles at different locations.

The Bundled Block of Time rates will apply as long as the Customer subscribes to a qualifying service. Customers who discontinue the qualifying service(s) will no longer be eligible to subscribe to the Bundle Block of Time service and will be switched, upon notice, to Block of Time for Small Business as set forth in Section 6.1.1D. of this Tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Solutions Service (Continued)****E. Bundled Block of Time (Continued)****(1) Dial-1 Rates****(a) Monthly Recurring Charges**

<u>Total Block of Domestic Minutes</u>	<u>Intrastate Monthly Charge</u>
1,000	*
5,000	*

*The monthly recurring charge which affords Customers the ability to place interstate and intrastate long distance calls is located in the Company's interstate Business Schedule No. 2 located at www.embarq.com/tariffs.

(b) Overage Rate

The following per minute rates apply for applicable interstate and intrastate minutes above the block:

Overage Per Minute	\$0.04
--------------------	--------

(2) SDS Rate

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

Per Minute	0.2230
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(3) EMBARQ Calling Card Rates

Per Minute	\$0.10
Connection Fee, per Call	0.40

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.2 Business Sense

Business Sense is a packaged telecommunications service which offers small business Customers a flat rated switched product using either domestic and/or international calling for their outbound, FÖNCARD, and switched data service. FÖNCARD is available as a feature of the Business Sense out-bound options. There is no monthly recurring charge associated with this product.

Toll Free Service is available with this product. A monthly recurring charge for Toll Free Service applies.

(N)
(N)

This service is available to any Sprint LTD business Customer who contacts the Company or is contacted by the Company and requests this service plan. Customers may subscribe to another business service by contacting a Sprint LTD representative.

Customers subscribed to any Sprint Solutions Service who discontinue any or all of the qualifying services and/or features and consequently no longer meet the eligibility requirements for that service will be switched to this product. Customers may discontinue this product at any time by subscribing to another business service for which they meet the eligibility requirements.

Business Sense Customer's employees may subscribe to the Customer's Business Sense service for up to 10 satellite locations (e.g., from home). The satellite locations (up to 10) will be eligible to receive the Customer's underlying Business Sense rates, for satellite locations.

(N)
|
(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.2 Business Sense (Continued)****A. Dial-1 Rates****Per Minute**InterLATA
IntraLATA\$0.2915
0.2915**B. SDS Rate**

0.2520

All calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

C. Monthly Recurring Charge

No monthly recurring charge applies.

D. FÖNCARD Business Sense Rates

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

InterLATA Per Minute	\$0.2915
IntraLATA Per Minute	0.2915
Connection Fee, per Call	0.80

E. Toll Free Service Option**Per Minute****0.2915**

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

(N)

(N)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Service (MTS) (Continued)

6.1.3 Voice Solutions

A Customer's phone line may not be classified as a "residential," "public," or "semi-public" line or in housing associated with educational institutions.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) FÖNCARD calls, 5) usage from multi-party conference calls, and 6) inbound toll free service calls.

If the Company determines the service is not being used for business service or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and the Company may terminate the Customer's account.

Calls placed using FÖNCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Voice Solutions.

Voice Solutions has minimum annual commitment (MAC's) levels with each level having one through three-year commitment terms. Voice Solutions is available to single and multi-location customers for outbound calls which originate using switched access facilities and terminate using shared use facilities. A term plan will automatically renew for an equivalent term and minimum annual commitment level unless the customer provides written notification to cancel the plan, with such notification being received by the Company not less than 45 days prior to the expiration of the term.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)6.1 Message Telecommunications Service (MTS) (Continued)6.1.3 Voice Solutions (Continued)

A Voice Solutions customer must commit to one of the following minimum annual commitment levels of contributory usage charges: **(1) \$1,500, (2) \$3,000, (3) \$6,000, (4) \$12,000, (5) \$36,000 or (6) \$60,000.** Voice Solutions is available on a one-year, two-year or three-year basis. Contributory usage charges (calculated prior to the application of any discounts) are aggregated across outbound, toll free, switched data (inbound and outbound), FÖNCARD, including all calling options; all locations and all jurisdictions (intrastate, interstate and international) in order to meet the minimum annual commitment level. (N) (T)
(T)

The Company reserves the right, after the conclusion of the first three billing months of the Voice Solutions customer's contract, to move the customer to a lower commitment level that is more directly comparable to the customer's current usage.

Voice Solutions customers terminating all Voice Solutions services prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to the underutilized portion of the MAC plus the full MAC for any remaining 12 month periods in their term plan agreement. The termination liability will be billed in one lump sum. Customers will not incur this termination liability for their former term plan commitment if they request a new MAC equal to or greater than the previous level and agree to sign a new term plan agreement for a period equal to or greater than the term of their current plan. The customer will, however, be assessed the termination liability if they terminate all Voice Solutions service prior to fulfilling their new term commitments.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Service (MTS) (Continued)****6.1.3 Voice Solutions (Continued)**

All Commitment Levels	Term Commitment			(N)
	<u>1 Year Rate</u> (VS1,VS4,VS7, VSA,VSD,7E1)	<u>2 Year Rate</u> (VS2,VS5,VS8, VSB,VSE,7E2)	<u>3 Year Rate</u> (VS3,VS6,VS9, VSC,VSF,7E3)	
A. <u>Dial-1 Rates</u>				
InterLATA Per Minute	\$0.1620	\$0.1570	\$0.1520	
IntraLATA Per Minute	0.1610	0.1560	0.1510	
B. <u>SDS and SDS Toll Free Rates</u>				
Per Minute	\$0.2607	\$0.2530	\$0.2453	
C. <u>Monthly Recurring Charge</u>				
The monthly recurring charge which affords customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs .				
D. <u>FONCARD Service Rates</u>				
Per Minute	\$0.2270	\$0.2270	\$0.2270	
E. <u>Toll Free Service Option</u>				
InterLATA Per Minute	\$0.1620	\$0.1570	\$0.1520	
IntraLATA Per Minute	0.1610	0.1560	0.1510	

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)**6.1 Message Telecommunications Service (MTS) (Continued)****6.1.4 EMBARQ Business Basics**

EMBARQ Business Basics offers small business Customers a flat rate for Dial-1, EMBARQ Calling Card, and SDS. There is no monthly recurring charge associated with this product.

Toll Free Service is available with this product. A monthly recurring charge for Toll Free Service applies.

To be eligible for EMBARQ Business Basics, business customers must: 1) subscribe to any EMBARQ Business Solutions Package; or, 2) be a multi-line Customer with at least one local exchange service line or trunk provided by Embarq LOC, with a minimum of four lines presubscribed to this service.

Customers who subscribe to this service and subsequently cancel their qualifying service needed to maintain eligibility will be switched, upon notice, to EMBARQ Business Sense as set forth in Section 6.1.2 of this Tariff.

EMBARQ Business Basics Customers' employees may subscribe to the Customer's Business Basics service for up to 10 satellite locations (e.g., from home). The satellite locations (up to 10) will be eligible to receive the Customer's underlying EMBARQ Business Basics rates for satellite locations. Unless, otherwise indicated, all EMBARQ Business Basics calls are rated in full-minute increments. Partial minutes will be rounded up to the next full minute.

A. Dial-1 Rate

Per Minute	\$0.10
------------	--------

B. EMBARQ Calling Card

Per Minute	\$0.10
Per Call Connection Fee	0.90

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Service (MTS) (Continued)

6.1.4 EMBARQ Business Basics (Continued)

C. Toll Free Service Option

Per Minute \$0.10

The monthly recurring charge for Toll Free Service which affords Customers the ability to receive intrastate and interstate long distance calls is located in the Company's interstate Business Schedule located at www.embarq.com/tariffs.

D. SDS Rate

Per Minute \$0.252

All calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

7. MISCELLANEOUS SERVICES**7.1 Casual Caller Service****7.1.1 General**

Casual Caller Service is available to any person who uses the Company's service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- B. Any person located in an equal access area who voluntarily terminated their Company account but continues to make calls over the Company's network.
- C. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 3 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in the Company's billing system.

Casual Caller Service is available for use twenty-four hours a day by dialing "101XXXXX +" to access the Company's network where equal access (FGD) is available. By placing a call on the Company network, a Casual Caller accepts and agrees to the regulations and rates specified in this section.

If the Company charges a Customer Casual Caller rates in error, or through an error by the local telephone company, the account will be credited for the erroneous charges.

A service charge will apply to each Casual Caller call, placed via direct dial or operator assisted Station-to-Station or Person-to-Person, excluding Directory Assistance. If an operator assists with the call, the call will be rated at Operator Services usage rates as set forth in the Operator Services section of this Tariff. In addition, the appropriate Operator Service Call Placement Charge as specified in the Operator Services section of this Tariff is applicable.

7.1.2 Rates

Per Minute Rate	\$0.88
Per-Call Service Charge	3.75

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**7. MISCELLANEOUS SERVICES (Continued)****7.2 FÖNCARD Service****7.2.1 General**

FÖNCARD Service is available to business and residential Customers who subscribe to Message Telecommunications Services (MTS). All Subscribers will receive a FÖNCARD for use when away from the established primary service location. FÖNCARD access can be from tone-generating or rotary-dial telephone instruments and is available for origination as described in Section 2. FÖNCARD Service Subscribers access the Company's network by dialing "1-800-877-8000", plus "0," the called telephone number and FÖNCARD number.

A per call connection fee plus Per Minute usage rates apply when a FÖNCARD is used by FÖNCARD Customers for calls originating and terminating within the State of Missouri.

If a Company Operator assists in call placement, applicable Operator Service Call Placement Charge and Per Minute usage rates will apply in lieu of the FÖNCARD surcharge and Per Minute usage rates.

The FÖNCARD rates for business Customers are listed with the specific services with which FÖNCARD Service is provided.

For residential Customers, the following per call connection fee and per minute usage rates will apply for all residential services with which FÖNCARD Service is provided unless specific FÖNCARD rates are specified elsewhere in this Tariff for a particular service.

In addition, the same usage rates and surcharge apply when:

- A. The Company enters into an agreement with a reseller to serve as their alternate long-distance carrier in those regions where the reseller cannot provide service, or
- B. The Company participates in an agreement with a Local Exchange Carrier to provide FÖNCARD Service via a special 800# offered in conjunction with the LEC Calling Card.

7.2.2 Residential FÖNCARD Rates

A. Rate Per Minute	\$0.59
B. Connection Fee, Per Call	0.99

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

7. MISCELLANEOUS SERVICES (Continued)**7.3 Directory Assistance (DA)****7.3.1 General**

The Company provides the service of connecting Customers to a nationwide Directory Assistance operator for a per-call charge for intrastate information requests. Customers can receive up to two numbers per request. In order to obtain two numbers, the Customer must request two numbers once the Customer reaches the live operator. The fee applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested telephone number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

A credit allowance for Directory Assistance will be provided upon request if a Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.

National Directory Assistance Service gives a Customer the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. National Directory Assistance Service is offered when a Customer requests intrastate Directory Assistance. A call completion charge applies in addition to the Directory Assistance per-call charge if the Customer accepts the offer. When two numbers are requested from Directory Assistance only the second call can be completed. The call completion fee will not apply if the call cannot be completed.

When a Company Operator assists with a Directory Assistance call the appropriate operator handling charges will apply in addition to the Directory Assistance charge.

Calls placed to Directory Assistance utilizing a FÖNCARD will incur both the FÖNCARD connection fee as well as the applicable Directory Assistance per-call charge.

Requests will be limited to two (2) per call.

A credit allowance for Directory Assistance will be provided upon request if the Subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number or misdials the intended Directory Assistance number.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

7. MISCELLANEOUS SERVICES (Continued)

7.3 Directory Assistance (DA) (Continued)

7.3.2 Rates and Charges

A. Direct Dialed Calls

- | | | |
|-----|----------------------------------|--------|
| (1) | Per-call charge | \$1.99 |
| (2) | Call completion charge-automated | 0.50 |

B. Operator Assisted Calls

- | | | |
|-----|--------------------------|-----------------|
| (1) | Per-call charge | \$1.99 |
| (2) | Call completion charge | 0.50 |
| (3) | Operator Service charges | See Section 7.4 |

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

7. MISCELLANEOUS SERVICES (Continued)**7.4 Operator Service****7.4.1 General**

Operator Service is available to business and residential Customers for operator-assisted calls. Access to the Company's Operator can be from either tone-generating and/or rotary-dial telephone instruments and is obtained by dialing one or more of the following dialing methods, depending upon the LEC access arrangements and/or area of origination. When calling from a payphone, hotel, motel, or other transient location, refer to the telephone instrument for dialing instructions.

Customers who are presubscribed to the Company as their Primary Interexchange Carrier may dial "00" to reach a Company operator; or dial "0+ the called telephone number (NPA+ NXX-XXXX)" for long distance calling assistance from equal access (FGD) areas.

Casual Caller Customers must dial "101XXXX + 0" to reach a Company operator from Equal Access areas. Direct dialed operator-assisted Casual Caller calls must be dialed as "101XXXX + 0 + NPA + NXX-XXXX". The Casual Caller Per-Call Service Charge as specified in Section 7.1 of this Tariff applies in addition to the applicable Operator Service Call Placement Charge. The operator-assisted Casual Caller call will be rated at the Operator Service usage rates.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**7 Miscellaneous Services (Continued)****7.4 Operator Service (Continued)****7.4.2 Rates and Charges**

The following rates will apply to operator handled calls placed within the State of Missouri. Calls placed by Customers utilizing these services will be charged their respective usage rates plus the applicable Call Placement Charge(s) or Connection Fee.

A. Call Placement Charges or Connection Fees

<u>Class Of Service</u>	<u>Call Placement Charge Or Connection Fee</u>	
	<u>Non-Transient</u>	<u>Transient⁽¹⁾</u>
(1) Station-to-Station	\$5.50	\$5.50
(a) Station-to-Station LEC	5.50	5.50
(2) Person-to-Person	4.90	4.90
(3) Collect Station-to-Station	5.50	5.50
(4) Collect Person-to-Person	4.90	4.90
(5) Third-Party Billing		
(a) Station-to-Station	5.50	5.50
(b) Person-to-Person	4.90	4.90
(6) LEC Calling Card ⁽²⁾		
(a) Operator Dialed Station-to-Station	5.50	5.50
(b) Customer Dialed Station-to-Station	5.50	5.50
(c) Person-to-Person	4.90	4.90
(7) Problem Assistance	0.00	0.00
(8) Operator-Dialed Surcharge ⁽³⁾	1.15	1.15

¹ Includes payphones, hotels, motels, or other transient locations.

² The Company accepts only cards which it can identify as valid. Usage and Call Placement Charges or Connection Fees for LEC Charge Card calls appear on the LEC bill for both Company and non-Company Subscribers.

³ This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 101XXXX + "0" to reach the Company's operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the Customer due to equipment failure or trouble on the Company's network; 2) when FÖNCARD Service is being used; 3) when a LEC Calling Card is used from a payphone or 4) defaults to an operator for assistance while using a toll free collect service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

7 Miscellaneous Services (Continued)7.4 Operator Service (Continued)7.4.2 Rates and Charges (Continued)A. Call Placement Charges or Connection Fees (Continued)

<u>Class Of Service</u> (Continued)	<u>Call Placement Charge Or Connection Fee</u>
(9) Busy Line Verification*	\$6.50
(10) Emergency Interruption*	6.50

B. Usage Rates

Per Minute of Use	0.89
-------------------	------

- * The Busy Line Verification charge applies when the Company provides operator assistance to determine if there is an ongoing conversation at a called station. The Emergency Interruption surcharge applies in addition to the Busy Line Verification charge when the Company provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

7. Miscellaneous Services (Continued)

7.5 Payphone Surcharge

7.5.1 General

Payphone Surcharge will be applied to all completed intrastate long distance calls placed from a public/semi-public payphone when:

- A. An alternate billing method is used for calling card, commercial credit card, collect or third-party calls.
- B. Long distance calls are placed via a designated toll free number, (e.g. FÖNCARD, Prepaid Calling Cards).
- C. Directory Assistance calls are made.

The Payphone Surcharge will be applied in addition to all other applicable surcharges, Operator Service Call Placement Charges or usage rates.

The following per-call surcharge will be applied to all completed intrastate calls made from a public/semi-public payphone, as described preceding.

7.5.2 Rates and Charges

Dial around compensation	\$0.55
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

8. Promotional Offerings

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers' awareness of a particular tariff offering. These offerings may be limited to certain dates, and/or times.

8.1 Sprint Business Sense \$0.10/minute Promotion

Effective October 1, 2005, new Sprint Business Sense customers may be eligible to receive a discount off of their Dial-1 intrastate per minute rates. In order to receive this promotion, a customer must be a Sprint LTD customer and choose the Sprint Business Sense long distance plan. Eligible customers will receive a \$0.10 per minute rate for Dial-1 domestic voice calls. The \$0.10 per minute rate will continue to be available until the customer cancels their Embarq Communications, Inc. Business Sense long distance service plan or disconnects Sprint LTD service. This promotion will be available for enrollment through June 30, 2006, unless it is sooner changed or canceled by Sprint.

8.2 Sprint Custom Access Solutions T1 Bundle 1000 Minute Block of Time Promotion

Effective December 12, 2005, business customers may be eligible to receive a 66.7% discount off the Monthly Service Charge for Sprint Block of Time for Small Business (Option B). In addition, the Overage Per Minute Rate will be applied at \$0.04 per minute. To be eligible, customers must: 1) subscribe to Sprint LTD's Sprint Custom Access Solutions; 2) subscribe to Sprint Block of Time for Small Business (Option B); and 3) accept billing for the Sprint Block of Time for Small Business on their Sprint LTD invoice. Customers subscribing to this promotion will receive these discounts until they cancel their Sprint Block of Time for Small Business (Option B) or disconnect the Sprint LTD service. The customer may not subscribe to any other promotion. This promotion will be available for enrollment through June 30, 2006, unless it is sooner changed or cancelled by Sprint.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**8. Promotional Offerings**

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers' awareness of a particular tariff offering. These offerings may be limited to certain dates, and/or times.

8.3 Sprint Solutions Unlimited Market Test - Option 1

Beginning January 2, 2006, Sprint LTD residence customers who subscribe to Sprint Solutions Unlimited-Option 1 may be eligible for a discounted intrastate monthly recurring charge. To be eligible, customers must (1) be contacted by the Company or contact the Company and request this promotion, and (2) subscribe to Sprint Solutions Unlimited-Option 1 and a Sprint LTD Sprint Solutions Residence Package with additional services as specified following:

- (a) Personal Solutions II with Voicemail and LineGuard;
- (b) Clear Solutions with Voicemail and LineGuard;
- (c) Core Solution with Voicemail, LineGuard and CPE Warranty Plus; or
- (d) Core Solution Plus with 2 of the following services: Voicemail, LineGuard and CPE Warranty Plus.

Eligible customers will pay a \$5.00 intrastate monthly recurring charge in lieu of the prevailing tariffed rate for as long as they retain all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible for the discount and will revert to the tariffed rate for Option 1 if the remaining services to which they are subscribed render them eligible for that option. Otherwise, customers will be switched, upon notice, to Option 2 if the services to which they are subscribed render them eligible, or to Option 3. Customers may subscribe to this promotion through **May 31, 2006**, unless it is sooner changed or canceled by the Company. Company employees are not eligible for this promotion. (T)

8.4 Sprint Solutions Unlimited Market Test - Option 2

Beginning January 2, 2006, Sprint LTD residence customers who subscribe to Sprint Solutions Unlimited-Option 2 may be eligible for a discounted intrastate monthly recurring charge. To be eligible, customers must (1) be contacted by the Company or contact the Company and request this promotion, and (2) subscribe to Sprint Home II Solution with one of the following services: LineGuard, Voicemail, Sprint Privacy ID, or CPE Warranty Plus. Eligible customers will pay a \$5.00 intrastate monthly recurring charge in lieu of the prevailing tariffed rate for as long as they retain all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible for the discount and will revert to the tariffed rate for Option 2 if the remaining services to which they are subscribed render them eligible for that option. Otherwise customers will be switched, upon notice, to Option 3. Customers may subscribe to this promotion through **May 31, 2006**, unless it is sooner changed or canceled by the Company. Company employees are not eligible for this promotion. (T)

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8. Promotional Offerings**8.5 Progressive Plan Promotion**

During the period April 17, 2006 through May 31, 2006, Sprint LTD residence customers may be eligible to subscribe to the Company's Sprint Solutions Unlimited long distance plan at a discounted monthly rate. To be eligible customers must subscribe to 1) Sprint LTD Sprint Solutions-Residence Package Progressive Plan, and 2) the Company's interstate Sprint Solutions Unlimited-Option 4 (Sprint Solutions w/ Progressive). Eligible customers will pay an intrastate monthly recurring of \$10.00 for their intrastate unlimited long distance service for as long as they subscribe to the qualifying services.

Customers who subscribe to the above-stated services will pay an intrastate monthly recurring charge of \$5.00 instead of \$10.00, when they also subscribe to one of the following services: LineGuard, Data LineGuard, CPE Warranty Plus, Voicemail or Sprint Privacy ID. Eligible customers will pay the \$5.00 intrastate monthly rate for as long as they subscribe to all of the qualifying services.

If a customer subsequently discontinues retains Progressive Plan but discontinues the additional qualifying service, the customer's intrastate monthly recurring charge will revert to \$10.00. Customers who subsequently discontinue Progressive Plan will no longer be eligible for a discounted monthly rate and will revert to the tariffed rate for Sprint Solutions Unlimited-Option 3, unless the services to which they are subscribed render them eligible for Option 1 or 2. Company employees are not eligible for this promotion.

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8. Promotional Offerings (Continued)**8.6 5,000 Minutes Block of Time for PRI Promotion**

Effective June 1, 2006, business customers may be eligible to receive a discounted rate for Sprint Block of Time for Small Business. To be eligible, customers must 1) subscribe to the Sprint LTD PRI Bundle or any Sprint LTD ISDN-PRI service that is not currently grandfathered; 2) subscribe to the Company's Sprint Block of Time for Small Business 5,000 Minutes option through Sprint LTD, and 3) accept billing for Sprint Block of Time for Small Business on their Sprint LTD invoice. Eligible customers will pay a flat monthly rate of \$100.00 for 5,000 domestic Dial-1 outbound interstate and intrastate minutes. This rate applies on a per bundle basis for PRI Bundle and on a per 24-channel (Primate Rate Channel) basis for ISDN-PRI. This monthly rate, which affords customers the opportunity to place interstate and intrastate calls, is identical to, and not in addition to, the monthly rate applicable for companion interstate service.

Unused block of time minutes at the end of the Customer's monthly billing cycle will not carry over to the next month. A per minute rate of \$0.04 will apply for all minutes of use beyond the 5,000 Minutes block of time. Fractional minutes for Dial-1 calls will be rounded up to the next minute.

Block of time minutes cannot be applied to FÖNCARD Service, Operator Service or international usage.

FÖNCARD Service is available but will not contribute to the 5,000 Minutes block of time. The FÖNCARD Service per minute rate is \$0.10, with a per-call Connection Fee of \$0.55. FÖNCARD per minute rates are billed in 6-second increments with a per call minimum of 18 seconds.

Eligible customers will pay the promotional rates specified herein for as long as they subscribe to all of the qualifying services. If a customer discontinues the service(s) that are required to receive these rates, the customer's rates will revert to the tariffed rates applicable for the Sprint Block of Time for Small Business 5,000 Minutes option.

Subscription to this promotion is available through July 31, 2006, unless it is changed or cancelled by the Company.

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8. Promotional Offerings (Continued)**8.7 Voice Solutions Rate Cap Promotion**

Beginning October 2, 2006 through December 31, 2006, Voice Solutions customers may be eligible for an exemption from any rate increase(s) during the term of their Voice Solutions Term Plan Agreement. To be eligible, customers must subscribe to a 1-year or longer Term Plan Agreement, with at least a \$3,000 Minimum Annual Commitment. The Company will cap the switched outbound and inbound service usage base rates at the rates in effect when eligible customers subscribe to this promotion, for the length of the customer's Term Plan Agreement. The customer may add associated locations at any time during the Term Plan Agreement. All usage from subsequently added associated locations will be exempt from any rate increases for the remainder of the term plan. In the event of a Voice Solutions rate decrease, the customer will receive the lower rate on the first invoice following the effective date of the rate change.

This promotion does not apply to any other charges or fees, including, but not limited to, local access charges, switched data usage, International usage, EMBARQ Calling Card, features, taxes, rates or surcharges.

This promotion may be used only by the Company's Business customers for commercial use. Eligible customers must activate their initial locations by January 31, 2007.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES**9.1 TERMS AND CONDITIONS**

In addition to the terms and conditions specified in Section 4 of this Tariff, the terms and conditions specified following apply to Data Services.

9.1.1 Application for Service

Application for Service is the Company order process that includes technical, billing and other descriptive information provided by the Customer which allows the Company to provide requested communications services for the Customer and Customer's authorized users. Upon acceptance by the Company, the Application for Service becomes a binding contract between the Customer and the Company for the provision and acceptance of services.

An Application for Service may be changed by Customer upon written notice to the Company, subject to acceptance and confirmation by the Company, provided that a charge shall apply to any change when the request is received by the company after notification by the Company of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by the Company in accommodating each change, less net salvage.

Costs incurred by the Company will include the direct and indirect cost of facilities specifically provided or used; the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.

If the Customer or applicant delays activation of his service during the period thirty (30) days preceding the scheduled installation date for a period of more than one (1) week, normal charges for local distribution facilities (LDF) shall apply from the scheduled date of installation. In the event that the Customer-induced delay exists for more than thirty (30) days after the scheduled installation date, the Company may consider the delay a cancellation of application for service.

If special construction has been started prior to cancellation, a charge equal to the costs incurred in the special construction, less net salvage, applies. In determining the charge, cancelled service is treated as discontinued as of the date on which it was to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred, provided that the Customer or applicant had advised the Company in writing not to proceed with the installation or special construction.

If the Company should assume a termination liability or other obligation for an access facility, that liability or obligation shall be the responsibility of the Company's Customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.1 Application for Service (Continued)

A. Cancellation of Application for Service

When the Customer or applicant has requested the Company to cancel the application for service prior to service installation, cancellation charges will apply. Cancellation charges for both the underlying services and Local Access Facilities will be based on the stage at which the Access Service Request ("ASR") is at, either the Pre-Access Service Request ("Pre-ASR") or the Post-Access Service Request ("Post-ASR") stage.

The Pre-ASR stage is when the ASR is complete but has not yet been sent to the Local Exchange Company ("LEC") or the Alternate Access Vendor ("AAV"). The Post-ASR stage is when the ASR is complete and has been sent to the LEC or AAV.

The amount of the cancellation charge will vary according to the category of service ordered and at which stage the cancellation occurred (Pre-ASR or Post-ASR). Categories of services are: (1) the Service Component based on IXC ordered and; (2) the Access Component based on type of access ordered. See Service Cancellation Charges in this Tariff.

B. Change of an Application for Service

An Application for Service may be changed by the Customer upon written notice to the Company, subject to acceptance and confirmation by the Company provided that a charge shall apply to any change when the request is received by the Company after notification by the Company of the acceptance and confirmation.

Such charge shall be the sum of the charges and costs for Private Line Service incurred by the Company in accommodating each change including the direct and indirect costs of facilities specifically provided or used; the costs of installation (including design preparation, engineering, supply expense, labor and supervision, general and administrative) and any other costs resulting from the preparation, installation and removal effort.

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9. DATA SERVICES (Continued)**9.1 TERMS AND CONDITIONS (Continued)****9.1.2 Obligations of the Customer**

In instances where the Company is connecting its service to the Customer's own Customer-provided communications system or equipment or to any service or equipment provided by others, the Customer must ensure that the equipment or system must provide answer supervision upon the delivery of the call to the switching equipment or to the equipment connected to the communications system. When service is directly connected to a communications system at a Customer's premises, answer supervision must be provided when the call terminates in or passes through the first Customer premise equipment on that communications system, such as but not limited to when a call is (1) answered by a local station; (2) answered by an attendant; (3) routed to a recorded announcement; or (4) routed elsewhere by the switching system.

The Customer must obtain an adequate number of facilities for Company Services to handle the Customer's expected demand in order to prevent interference or impairment of this service and or any other service provided by the Company considering (1) total call volume; (2) average call duration; (3) time-of-day characteristics and (4) peak calling period. The Company, without incurring any liability, may disconnect or refuse to furnish any toll free service to a Customer that fails to comply with these conditions. In case of disconnection, the Customer will be notified at least five days in advance of the disconnect. Notification may be by mail or in person.

In compliance with the obligations imposed on the Company by the Federal Communications Commission, Customer represents and warrants, on behalf of itself and its affiliates, subsidiaries, and agents, that it is not a reseller and that it does not intend to resell the services or engage in other activity that would require the Company to verify Customer's authorization as a reseller as required by 47 CFR 64.1195. If Customer or its affiliates, subsidiaries, or agents breach these representations or warranties, this agreement will terminate immediately and subject Customer to the liability imposed for termination by the Company for material breach. These provisions are not intended to prohibit resale, but are intended to prevent misrepresentations by resellers in an attempt to circumvent the rules or regulations of the FCC, or other governmental bodies with jurisdiction over the provision of communications services for resale.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)

9.1 TERMS AND CONDITIONS (Continued)

9.1.3 Minimum Service Period

The minimum service period is one year.

9.1.4 Connection with Other Communications Services

A Customer may connect communications services provided by other duly authorized and regulated common carriers to the Company's service. A Customer may also connect with privately owned communications systems, subject to the technical limitations established by the Company.

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9. DATA SERVICES (Continued)**9.1 TERMS AND CONDITIONS (Continued)****9.1.5 Alternative Access Facilities**

The Company will undertake to provide Alternative Access Facilities as requested and ordered by the Customer when such facilities are available and approved by the Company. At the discretion of the Company, such alternative access facility arrangements also may be utilized in lieu of LEC facilities. Access provided via alternative access facilities will be charged according to the rates and charges set forth in this Tariff unless Special Service Arrangements are involved as described in Section 9.1.8 following.

9.1.6 Expedited Service Charge

At the request of the Customer, the Company will coordinate the expedite of circuit delivery from the access provider for any access facilities ordered and maintained by the Company. In such instances, an expedited service charge will be assessed on an individual case basis.

9.1.7 Out-of-Hours Work Charge

This charge is to cover the additional costs incurred by the Company when performing standard tariffed services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half hour. It applies in addition to the standard Tariff charges for the work requested.

9.1.8 Special Service Arrangements

The rates and charges set forth in this Tariff provide for furnishing service by means of facilities selected by the Company. Custom service is involved where one or more of the following conditions are present:

- A. At the request of the Customer, the Company provides service by means of facilities or a type other than that which the Company would otherwise use to provide service to the Customer. This type of custom service might involve Customer-specified routing or expedited construction.
- B. At the request of the Customer, the Company provides technical assistance of a design or consulting nature, beyond that of just properly matching Customer's equipment with that of the Company's facilities.

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9. DATA SERVICES (Continued)**9.1 TERMS AND CONDITIONS (Continued)****9.1.9 Provision of Service with Non-Fiber Access Facilities**

Private Line Services may be provided using non-fiber access facilities at the request of the Customer. However, in such cases, the Company may not meet the performance objectives and applicable standards for service set forth in this Tariff. Under no circumstances shall the Company be responsible for any direct, indirect, special, incidental or consequential damages arising directly or indirectly from the provision of service using such facilities, including without limitation any loss of Customer income or profits. The Customer shall indemnify and hold harmless the Company from any and all claims, actions, costs, expenses and damages associated with or arising out of Customer's use of such facilities.

9.1.10 Discontinuance of Service without Liability

A Customer will not be penalized for discontinuing a private line agreement if:

- A. A revision in the Private Line Services Tariff provisions results in higher plan rates for the plan to which the Customer has committed. The Customer may request affected circuits be disconnected up to 30 days after the effective date of the higher Tariff rates without penalty. Otherwise, the Customer's existing agreement remains in effect and the new rates will be billed.
- B. The Customer selects a new plan having a longer term.

9.1.11 Trouble Shooting at Customer's Premises

This charge is to cover the cost to the Company of a visit to Customer's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where the Company identifies the trouble to be caused by Customer-provided equipment and is unrelated to any malfunction of the Company's service. The charge applies from the time the Company's personnel are dispatched until the problem is identified.

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9. DATA SERVICES (Continued)**9.2 LOCAL ACCESS FACILITIES****9.2.1 General Description**

In order to subscribe to the Company's data products with dedicated access, the Customer must gain entry to the Company's network by means of Local Access Facilities. Such Local Access Facilities will generally be ordered from local telephone companies in the Customer's name, by the Company, as agent. The Company will bill the Customer for these facilities.

Any special construction or non-standard charges assessed by the local telephone company supplying the Local Access Facility will also be the responsibility of the Customer. On occasions when alternative facilities are necessary (those provided in lieu of Company-designated access provided facilities), the Company will charge the Customer according to the rates and charges set forth in this Tariff unless Special Service Arrangements are involved as described in Section 9.1.8 of this Tariff.

The Company's scope of work for alternative access facilities may include, but are not limited to, detailed assessment or engineering studies, alternative vendor interface and installation supervision.

Central Office Connection charges apply in all cases in which a Customer wishes to connect to the Company network. The applicable charges are determined based on the type of access interconnected.

Access Coordination will apply in those cases where the Company acts as the Customer's agent and orders Local Access Facilities. The applicable charges are determined based on the type of access ordered.

Local Access Facilities for 56 Kbps, T-1, T-3, OC-3, and OC-12 access require a minimum commitment period of one year, unless otherwise defined through a vendor-provided term plan offering (ordered by the Company on behalf of the Customer via a letter of agency from the Customer). Any termination liabilities incurred by the Company as a result of such plans shall be solely the responsibility of the Customer.

Charges for Local Access Facilities are applied based upon the applicable local exchange company's rates and charges.

The Company reserves the right to restrict interconnection at either the wire center serving the Company POP or the Company POP itself.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and RatesA. Central Office Connection

	<u>Monthly Recurring Charge</u>	<u>Installation Charge</u>
56 Kbps Access	\$ 25.00	\$100.00
T-1 Access	300.00	100.00
T-3 Access	450.00	150.00
OC-3 Access	700.00	250.00
OC-12 Access	2,500.00	350.00

B. Access Coordination Fee

	<u>Monthly Recurring Charge</u>	<u>Installation Charge</u>
56 Kbps Access	\$ 32.00	\$ 250.00
T-1 Access	100.00	250.00
T-3 Access	100.00	650.00
OC-3 Access	225.00	1,350.00
OC-12 Access	350.00	1,900.00

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and Rates (Continued)C. Access Facility Charges

	<u>Monthly Recurring Charge</u>	<u>Installation Charge</u>
56 Kbps Access	LEC Cost	LEC Cost
T-1 Access	LEC Cost	LEC Cost
T-3 Access	LEC Cost	LEC Cost
OC-3 Access	LEC Cost	LEC Cost
OC-12 Access	LEC Cost	LEC Cost

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9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and Rates (Continued)D. Miscellaneous Services

This section includes miscellaneous services provided in conjunction with the Company's primary service offerings.

(1) Trouble Shooting At Customer's Premises

This charge is to cover the cost to the Company of a visit to Customer's premises to determine what equipment is the cause of a malfunctioning channel. This charge applies in cases where the Company identifies the trouble to be caused by Customer provided equipment and is unrelated to any malfunction of the Company's service. The charge applies from the time the Company personnel are dispatched until the problem is identified.

<u>Per Hour</u>	<u>Minimum</u>
\$100.00	\$200.00

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and Rates (Continued)D. Miscellaneous Services (Continued)(2) Out-of-Hours Work Charge

This charge covers the additional costs incurred by the Company when performing standard services outside of normal work hours. This charge applies to each hour expended rounded to the nearest half-hour. It applies in addition to the standard charges for the work requested.

Per Hour
\$150.00

(3) Moves and Rearrangements

The Customer may move locations or order his service arrangement (e.g., tie line, foreign exchange, etc.) changed with or without a move. Rearrangements shall also include adding, changing or deleting circuits or services embedded in a Local Access Facility. It is the Customer's obligation to notify the Company in writing at least 90 calendar days in advance when a move or rearrangement is to be made. If the Company is given inadequate notification, the Company will not be liable for issuing credit for the period between the date the Customer desires the moved or rearranged service and the date the move or rearrangement is actually made for the Customer's use.

Nonrecurring Charge
Rate per Channel-End ICB

(4) Record Change

When a Customer requests a record change, the Customer will be billed a nonrecurring charge for each record change occurrence. A record change is described as any Customer-requested change in the permanent records of a Customer that does not require any physical or technical adjustments to the service, such as a name change or billing address change.

Nonrecurring Charge
Each occurrence \$40.00

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and Rates (Continued)D. Miscellaneous Services (Continued)(5) B8ZS Pricing

At the request of the Customer, the Company will provide B8ZS arrangements, where available from the Local Exchange Company. Such arrangements will be provided, at a charge based on local access company charges below.

<u>LEC</u>	<u>LATA</u>	<u>Monthly Recurring Charge</u>	<u>Non- Recurring Charge</u>
Contel	520	\$ 0.00	\$800.00
Contel	521	0.00	800.00
Contel	522	0.00	800.00
Contel	524	0.00	800.00
Verizon	520	24.00	90.00
Verizon	521	24.00	90.00
Verizon	522	24.00	90.00
Verizon	524	24.00	90.00
Embarq	520	0.00	312.00
Embarq	521	0.00	312.00
Embarq	522	0.00	312.00
Embarq	524	0.00	312.00
SBC	520	0.00	100.00
SBC	521	0.00	100.00
SBC	522	0.00	100.00
SBC	524	0.00	100.00

(6) Entrance Facility Charges

When a Customer is involved in an access arrangement which utilizes Entrance Facilities provided by the Company, but for which the Customer makes direct payment of access charges to a local service provider, the Company will assess a charge in order to recover for the investment in Entrance Facilities. Such arrangements will be provided at rates and charges based on applicable local exchange company charges.

	<u>Nonrecurring Charge</u>	<u>Monthly Recurring Charge</u>
Entrance Facility Charges	LEC Cost	LEC Cost

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9. DATA SERVICES (Continued)9.2 LOCAL ACCESS FACILITIES (Continued)9.2.2 Service Components and Rates (Continued)E. Cancellation Charges

Nonrecurring charges apply when Local Access Facilities are cancelled:

<u>Access Facility</u>	<u>NRC</u>
56 Kbps	N/A
T-1	\$ 800.00
T-3	1,700.00
OC-3	4,700.00
OC-12	5,500.00

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9. DATA SERVICES (Continued)**9.3 FRAME RELAY SERVICE****9.3.1 General Description**

Frame Relay Service is a fast packet network that permits the transmission of data at speeds of 56 Kbps, 64 Kbps, 128 Kbps, 256 Kbps, 384 Kbps, 512 Kbps, 640 Kbps, 768 Kbps, 1.544 Mbps, or 44.210 Mbps using Permanent Virtual Circuits (PVCs) to connect multiple Local Area Networks (LANs). Frame Relay Service is currently available throughout the contiguous United States where Local Access Facilities are available.

There are three primary components to the monthly recurring pricing of Frame Relay Service: Local Access Facilities (dedicated), Access Channels (ports) and Permanent Virtual Circuits (PVCs).

Local Access Facilities must be obtained to access Frame Relay Service and are available at the following data speeds: 56 Kbps, T-1 and T-3.

Access Channel port speeds are selected to accommodate the various PVCs that will use that particular Access Channel. Access Channel data speeds range from 56 Kbps to T-3 (45 Mbps). The Access Channel must be large enough to accommodate the cumulative egress of all PVCs connected to a particular Access Channel.

PVCs interconnect the Customer's specific end-points on the interexchange network. PVCs use packet-switching technology to automatically route around network-related failures. PVCs are pre-defined for each pair of end-point devices so a virtual network path (circuit) is always available without any call set-up delay. This results in faster access to the network, better response time for end user applications, and a high degree of network security. The Company's PVCs are Frame Relay for LAN.

For service, the date the service is installed and available, or the date specified on the Customer's order form, whichever is later, will be the date on which all nonrecurring charges will be invoiced and invoicing for all recurring charges will commence.

Customers may subscribe to Frame Relay Service for one, two or three years.

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9. DATA SERVICES (Continued)**9.3 FRAME RELAY SERVICE (Continued)****9.3.2 Term Plan**

Customers may subscribe to Frame Relay Service under one, two or three year term plans. The rates in effect for Frame Relay Service and Local Access Facilities at the time the Customer commits to a term plan will be fixed for the duration of the term plan. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless sixty (60) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan for which the rates of the new term will apply.

If additional Customer sites are added to a Customer's Frame Relay Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan. Existing Customers may subscribe to a new term plan for Frame Relay Service of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year or if the new term plan is for three years.

9.3.3 Termination Liability

To terminate Frame Relay Service the Customer must provide the Company with thirty (30) days prior written notice.

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to a lump sum of fifty percent (50%) of the monthly recurring charges for each circuit cancelled multiplied by the number of months remaining in the term plan. Customer will not have any termination liability if another Company service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one (1) year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

If service is terminated by the Company for cause and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)****9.3 FRAME RELAY SERVICE (Continued)****9.3.4 Rates and Charges****A. Installation Charges****(1) Per Access Channel**

<u>Data Speeds</u>	<u>Nonrecurring Charge</u>
56 Kbps to 768 Kbps	\$ 125.00
1536 Kbps	250.00
T-3 (45 Mbps)	2,200.00

(2) Per PVC \$ 25.00**B. Monthly Recurring Charges (MRC)****(1) Access Channels**

<u>Data Speeds</u>	<u>1 Year MRC</u>	<u>2 Year MRC</u>	<u>3 Year MRC</u>
56 Kbps	\$ 93.00	\$ 86.00	\$ 79.00
64 Kbps	93.00	86.00	79.00
128 Kbps	200.00	185.00	170.00
256 Kbps	227.00	210.00	193.00
384 Kbps	320.00	296.00	273.00
512 Kbps	402.00	373.00	343.00
640 Kbps	459.00	425.00	391.00
768 Kbps	514.00	476.00	438.00
1536 Kbps	809.00	749.00	689.00
T-3 (45 Mbps)	9,261.00	8,575.00	7,889.00

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9. DATA SERVICES (Continued)**9.3 FRAME RELAY SERVICE (Continued)****9.3.4 Rates and Charges (Continued)****B. Monthly Recurring Charges (MRC) (Continued)****(2) Permanent Virtual Circuit (PVC)**

<u>Data Speeds</u>	<u>MRC</u>
0 Kbps	\$ 7.00
16 Kbps	21.00
32 Kbps	30.00
48 Kbps	46.00
64 Kbps	55.00
128 Kbps	110.00
192 Kbps	168.00
256 Kbps	237.00
320 Kbps	316.00
384 Kbps	335.00
448 Kbps	389.00
512 Kbps	445.00
576 Kbps	511.00
640 Kbps	575.00
704 Kbps	643.00
768 Kbps	708.00
832 Kbps	774.00
896 Kbps	841.00
960 Kbps	907.00
1024 Kbps	974.00

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9. DATA SERVICES (Continued)**9.4 PRIVATE LINE SERVICES****9.4.1 General Description**

Private Line Service is a non-switched, non-usage sensitive, point-to-point service which is dedicated exclusively to one Customer. The Company offers Private Line Service within the contiguous United States between Company Points of Presence (POP) on a fiber optic network. This terrestrial service provides for two-way simultaneous transmission of signals at data speeds of 1.544 Mbps up to 622.08 Mbps. Local Access Facilities may limit the performance specifications that the end user can anticipate.

Private Line Services offered are:

- TransLink (T-1/DS-1)
- LightLink (T-3/DS-3)
- OptiPoint-3 (OC-3)
- OptiPoint-12 (OC-12)

A. TransLink Service

TransLink Service provides a high capacity channel for the transmission of 1.544 Mbps isochronous serial data having a line code of Bipolar Return-to-Zero (BPRZ). TransLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications GR-54 and GR-342. The performance objectives for TransLink Service between the Company's Points of Presence are as follows:

<u>Airline Miles</u>	<u>%Network Availability</u>	<u>% Error Free Seconds</u>
0 - 250 Miles	99.97%	99.89%
251 - 1,000 Miles	99.96%	99.85%
1,001+ Miles	99.95%	99.83%

TransLink Service requires Local Access Facilities as described in Section 9.2 and is subject to the availability of T-1 access by the local exchange company.

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9. DATA SERVICES (Continued)**9.4 PRIVATE LINE SERVICES (Continued)****9.4.1 General Description (Continued)****B. LightLink Service**

LightLink Service provides a high capacity channel for the transmission of 44.736 Mbps isochronous serial data having a line code of Bipolar with Three Zero Substitution (B3ZS). LightLink Service is provided between two points located within the contiguous United States. The required format and interface specifications are contained in Technical Reference Publications 62508 and 62411, and the associated Addendum TR-INS-000342 and TR-NPL-000054. The performance objectives for LightLink Service between the Company's Points of Presence are as follows:

<u>Airline Miles</u>	<u>% Availability</u>	<u>% Error Free Seconds</u>
0 - 250 Miles	99.99%	99.90%
251 - 1,000 Miles	99.99%	99.80%
1,001+ Miles	99.98%	99.70%

LightLink service requires T-3 Local Access Facilities as described in Section 9.2 and is subject to the availability of T-3 access by the local exchange company.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)****9.4 PRIVATE LINE SERVICES (Continued)****9.4.1 General Description (Continued)****C. OptiPoint-3 (OC-3) Service**

OptiPoint-3 (OC-3) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-3 (OC-3) Service offers 155.520 Mbps of bandwidth and provides the equivalent of 2,016 Voice Grade (DS-0) circuits or 84 T-1 facilities. The performance objectives for OptiPoint-3 (OC-3) Service between the Company's Points of Presence are as follows:

<u>Airline Miles</u>	<u>% Availability</u>	<u>% Error Free Seconds</u>
0 - 250 Miles	99.999%	99.97%
251 - 1,000 Miles	99.998%	99.96%
1,001+ Miles	99.997%	99.95%

OptiPoint-3 (OC-3) Service requires OC-3 Local Access Facilities as described in Section 9.2 and is subject to the availability of OC-3 access by the local exchange company.

D. OptiPoint-12 (OC-12) Service

OptiPoint-12 (OC-12) Service is a high speed optical transmission service supporting voice, data, and video applications in a point-to-point fashion. OptiPoint-12 (OC-12) Service offers 622.080 Mbps of bandwidth and provides the equivalent of 8,064 Voice Grade (DS-0) circuits or 336 T-1 facilities. The performance objectives for OptiPoint-12 (OC-12) Service between the Company's Points of Presence are as follows:

<u>Airline Miles</u>	<u>% Availability</u>	<u>% Error Free Seconds</u>
0 - 250 Miles	99.999%	99.97%
251 - 1,000 Miles	99.998%	99.96%
1,001+ Miles	99.997%	99.95%

OptiPoint-12 (OC-12) Service requires OC-12 Local Access Facilities as described in Section 9.2 and is subject to the availability of OC-12 access by the local exchange company.

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9. DATA SERVICES (Continued)

9.4 PRIVATE LINE SERVICES (Continued)

9.4.2 Optional Service Features

A. Clear Channel Capability

Clear Channel Capability provides Customers the use of the full 64 Kbps per DS-0 channel and allows DS-0 and DS-1 transmissions with more than 15 consecutive zeros. Clear Channel Capability is supported for:

- TransLink (T-1)

Clear Channel Capability is supported only by the use of the Bipolar with Eight Zero Substitution (B8ZS) line coding technique. Clear Channel Capability requires B8ZS on the T-1 Local Access Facilities. Customer premises equipment must also be B8ZS-compatible.

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9. DATA SERVICES (Continued)**9.4 PRIVATE LINE SERVICES (Continued)****9.4.3 Term Plan**

Customers may subscribe to Private Line Services under one, two or three year term plans. The rates in effect for Private Line Services and Local Access Facilities at the time the Customer commits to a term plan will be fixed for the duration of the term plan. The term will begin on the first day of the month following the date the service is installed and available. Upon expiration, the term will be automatically extended at the term plan rates for successive ninety (90) day periods, unless sixty (60) days prior to the end of the term or each such extension either (a) the Customer or the Company provides written notice to the other that it does not want such extension, or (b) the Customer subscribes to another term plan for which the rates of the new term will apply.

If additional Customer sites are added to a Customer's Private Line Service after the initial subscription to a term plan, such sites will be incorporated into the Customer's term plan and will have the same termination date as the Customer's original term plan. Existing Customers may subscribe to a new term plan for Private Line Services of the same or greater value prior to the end of the Customer's existing term plan without incurring any termination liability if the new term plan extends beyond the old term plan termination date by at least one year or if the new term plan is for three years.

9.4.4 Termination Liability

To terminate Private Line Services the Customer must provide the Company with thirty (30) days prior written notice.

Customers terminating service prior to fulfilling their term commitment will be assessed a termination liability in an amount equal to a lump sum of fifty percent (50%) of the monthly recurring charges for each circuit cancelled multiplied by the number of months remaining in the term plan. Customer will not have any termination liability if another Company service of the same or greater monthly price and volume and a term no less than the remaining months of the term plan or one (1) year, whichever is greater, is ordered at the same time the notice of termination is received. Customer will also be liable for a pro-rata amount of any waived installation charges based on the number of months remaining in the term plan.

If service is terminated by the Company for cause and the Customer has subscribed to service under a term plan, the Customer will be charged the termination liability associated with the term plan.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**9. DATA SERVICES (Continued)****9.4 PRIVATE LINE SERVICES (Continued)****9.4.5 Service Components and Rates****A. Channel Mileage Charges**

The charge for intercity communications channels is based on mileage and channel bandwidth. Mileage is the intercity mileage between Company's Points of Presence as located in cities wherein the Company holds itself out to provide service. Each circuit connected between two Customer interface points will be construed as an individual circuit for rate compilation purposes. The Minimum monthly recurring charge applies unless the actual intercity mileage when multiplied by the banded per mile monthly recurring charge exceeds the Minimum monthly recurring charge.

(1) TransLink

	1 Year	2 Year	3 Year
	<u>MRC</u>	<u>MRC</u>	<u>MRC</u>
Minimum	\$336.06	\$282.29	\$262.13
0-299 Miles	1.47	1.24	1.15
300-399 Miles	1.08	0.93	0.86
400-499 Miles	0.88	0.75	0.70
500-599 Miles	0.54	0.48	0.44
1,000 + Miles	0.39	0.35	0.33

(2) LightLink

	1 Year	2 Year	3 Year
	<u>MRC</u>	<u>MRC</u>	<u>MRC</u>
Minimum	\$1,332.32	\$1,211.20	\$1,162.75
0-299 Miles	6.47	5.88	5.64
300-399 Miles	4.95	4.58	4.31
400-499 Miles	4.14	3.84	3.68
500-599 Miles	3.33	3.09	2.96
1,000 + Miles	2.18	2.06	2.02

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF9. DATA SERVICES (Continued)9.4 PRIVATE LINE SERVICES (Continued)9.4.5 Service Components and Rates (Continued)A. Channel Mileage Charges (Continued)(3) OptiPoint-3 (OC-3)

	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>
Minimum	\$3,400.37	\$3,091.25	\$2,859.40
0-299 Miles	16.73	15.56	14.40
300-399 Miles	13.05	12.14	11.53
400-499 Miles	10.94	10.18	9.67
500-599 Miles	7.60	7.07	6.72
1,000 + Miles	6.18	5.89	5.45

(4) OptiPoint-12 (OC-12)

	1 Year <u>MRC</u>	2 Year <u>MRC</u>	3 Year <u>MRC</u>
Minimum	\$9,124.35	\$8,404.00	\$8,163.89
0-299 Miles	48.60	44.77	43.49
300-399 Miles	38.24	36.18	35.14
400-499 Miles	33.17	31.38	30.48
500-599 Miles	24.45	23.13	22.47
1,000 + Miles	20.30	19.73	19.17

9.4.6 Optional Service FeaturesA. Clear Channel Capability (TransLink)

	<u>NRC</u>
Per Channel Termination (T-1/DS-1)	\$275.00

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9. DATA SERVICES (Continued)9.4 PRIVATE LINE SERVICES (Continued)9.4.7 Service Cancellation Charges

The following nonrecurring charges apply for service orders cancelled at the request of the Customer or applicant. In instances where the Customer applicant has cancelled an order and one end of the Access Component is in the Pre-ASR stage and another end is in the Post-ASR stage, the applicable Service Component will be assessed the Post-ASR charge.

<u>Service</u>	<u>Pre-ASR</u>	<u>Post-ASR</u>
TransLink	\$ 815.00	\$1,720.00
LightLink	1,260.00	2,450.00
OptiPoint-3 (OC-3)	LEC Cost	LEC Cost
OptiPoint-12 (OC-12)	LEC Cost	LEC Cost

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